

FILED

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

10 JUN -9 PM 6:51  
CLERK U.S. DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA, FLORIDA

UNITED STATES OF AMERICA

CRIMINAL COMPLAINT

vs.

JOSEPH DANIELE


CASE NUMBER: 8:10-MJ-

8.10 MJ 1271 TGW

I, the undersigned complainant, being duly sworn, state the following is true and correct to the best of my knowledge and belief. Beginning on or about August of 2004 and continuing through on or about October 2008, in Hillsborough County, among other counties, in the Middle District of Florida, the defendant committed the crimes of (1) conspiracy, in violation of Title 18, United States Code, Section 371, and (2) wire fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1343 and 2. I further state that I am a Special Agent with the Federal Bureau of Investigation (FBI), and that this Complaint is based on the following facts:

SEE ATTACHED AFFIDAVIT

Continued on the attached sheet and made a part hereof: ☒ Yes ☐ No

  
Signature of Complainant  
Jason R. Shearn


Sworn to before me and subscribed in my presence,

June 9, 2010

at

Tampa, Florida

THOMAS G. WILSON  
United States Magistrate Judge  
Name & Title of Judicial Officer

  
Signature of Judicial Officer

8:10 MJ 1271 TGW

AFFIDAVIT

I, Jason Shearn, being sworn to tell the truth, state the following information:

A. Introduction and Agent Background

1. I have been employed with the FBI since August of 2008, and have been investigating white collar criminal offenses. I have received extensive training in investigating fraud-related violations of federal statutes. As an FBI Special Agent, I am charged with the duty of enforcing the law of the United States of America and possesses the authority to request, obtain, and execute orders of the United States Courts. Prior to becoming an FBI agent, I was a Certified Public Accountant.

2. The statements contained in this affidavit are based upon your affiant's personal knowledge or information related to your affiant by other persons. This affidavit does not set forth every fact resulting from the investigation. Rather, it sets forth facts sufficient to establish probable cause for the arrest of Joseph F. Daniele, for violation of

- (1) Title 18, United States Code, Section 371, the object of which was make false statements in violation of Title 18, United States Code, Section 1001, and wire fraud affecting a financial institution in violation of Title 18, United States Code, Section 1343,
- (2) wire fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1343 and 2.

The common term for these types of offenses is, simply, mortgage fraud.

B. Background on Mortgages and Mortgage Fraud

3. Residential real estate transactions typically begin with a house. Someone wants to sell it, normally the home owner or a builder. Someone else wants to buy it. Home purchases are, for many people, the biggest purchases they will ever make; to buy the house, most of the home purchasers borrow money from lenders.

4. Mortgage lenders make loans to people who want to buy houses. These loans are often, somewhat inaccurately, called mortgages. The loans are secured by liens against the property being purchased, that is, by a mortgage and note. This allows the lender to secure the loan against the collateral of the house itself.

5. The modern mortgage loan process involves two distinct steps, obtaining the mortgage loan and then closing upon it. To obtain a mortgage loan, the home purchasers (that is, the borrowers) would usually consult with a mortgage broker or loan officer, whose job was to pair a qualified borrower with an appropriate loan program; in the process, a Uniform Residential Loan Application (Form 1003) was generally prepared. When it came to the moment in which the home was actually purchased and the loan closed, in Florida, generally a title agent or lawyer would conduct a closing; at the closing, all of the final documents were prepared and signed, including the HUD-1 Settlement Statement, and, at the end, the borrower would become the new owner of the house.

6. The two sets of documents mention above, that is, the Form 1003 and the HUD-1, are some of the essential documents in the mortgage loan process. They can be described thus:

a. The Uniform Residential Loan Application (Fannie Mae

Form 1003): this form, promulgated by Fannie Mae, is usually prepared by the home purchaser with the assistance of a mortgage broker or loan officer. In practice, the buyer would generally answer a series of questions asked by the mortgage broker or loan officer and that person was supposed to accurately place the information on the form.

The form required borrowers, that is, home buyers who were taking out loans to buy the houses, to accurately disclose information including:

- (i) their names,
- (ii) addresses,
- (iii) income,
- (iv) employment,
- (v) assets,
- (vi) liabilities,
- (vii) whether or not the residence was to be the buyer's primary residence,
- (viii) estimates of the loan amount,
- (ix) purchase price, and
- (x) the borrowers expected contribution towards the purchase price.

This contribution, often inaccurately called a down payment, was generally supposed to be brought to the closing by the buyer and was more accurately known as funds-to-close or cash-to-close. With respect to the estimated contribution of the borrower, this information was an important factor in determining whether or not lenders would fund particular loans; the more "skin in the game" a borrower had, the less likely a borrower was to default on the loan and the more likely the lender was to recover the principal of the loan in the event of a default. It also affected the loan-to-value ratio and was an important factor for the underwriters examining the mortgage loans, e.g., whether it was an 80% loan with 20% down versus a 100% loan, i.e., no money down.

Each of the factors sought on the form had varying degrees of importance to the lenders and to their underwriters but all of the disclosures made by the borrowers were made under the same stern warnings regarding the consequences of lying to the lenders upon it. In fact, this warning usually appeared somewhere just above the signatures of the borrowers and the mortgage brokers or loan officers.

- b. The Settlement Statement (HUD-1): This form is usually

called the HUD-1 and it is supposed to be an accurate description of the money flowing into a real estate transaction (e.g., the borrower's down payment or funds-to-close) and out of a real estate transaction (e.g., the amount that the seller was actually getting for selling the property).

The use of the HUD-1 is mandated by the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2603. This form was created by the United States Department of Housing and Urban Development (HUD) and it is within HUD's jurisdiction; therefore, falsity on it can lead to a distinct charge: a violation of Title 18, United States Code, Section 1001, as a deliberate false statement within the jurisdiction of a branch of the federal government. See, e.g., United States v. Wilkins, 308 F. App'x. 920 (6th Cir. 2009), cert. denied, Wilkins v. U.S., 129 S.Ct. 2805 (2009).

The title agent was supposed to prepare the HUD-1 and it was supposed to accurately describe the money going into and out of the transaction. This was important information. For example, on Line 303 of the HUD-1, there was a calculation of the borrower's actual contribution towards the purchase price of the house; this was supposed to be the

money that the borrower was bringing to the closing in order for the loan to be closed.

Like the Form 1003, HUD-1s generally contained a warning regarding the consequences for lying upon it, including that such falsity may be prosecuted under 18 U.S.C. § 1001.

The home buyer (that is, the borrower), the home seller, and the title agent all are generally supposed to sign this form, usually beneath these dire warnings.

C. Probable Cause

7. Beginning on or about August of 2004 and continuing through on or about October 2008, Joseph Daniele joined with a group of conspirators to commit mortgage fraud.

8. The core of the mortgage fraud involved the making of false statements (lies) regarding material matters to various mortgage loan lenders to induce the lenders to authorize particular loans that they would not have funded had the lenders known the truth.

9. One of the primary lies told by the conspirators to the lenders involved telling the lenders that the borrowers had put money into the transaction when, in truth and fact as they well knew, either undisclosed money was being put into the transaction on behalf of the borrower or the ostensible down payment from the borrower was simply being netted out of the transaction so that the lender was, in reality but unknowingly, authorizing a 100% or greater loan-to-value loan.

10. Daniele, doing business as (dba) Gator Real Estate Investments, Great Lakes Property Investments, Trident Realty Investments, Titan Development Group, LLC, Atlantis Property Investment, LTD, was involved in numerous fraudulent real estate transactions during the conspiracy.

11. Daniele and his conspirators solicited "real estate investors" with newspaper advertisements and real estate investment meetings that claimed investors could purchase real estate properties for no money down and pre-paid repairs. While this may have been the way the conspiracy was pitched to the "investors" to induce them to join the conspiracy, lenders and underwriters were unaware that the buyers were not actually bringing their own money to the closing. Had all details of the transaction been truthfully disclosed, these particular loans would not have been approved.

12. Daniele and his conspirators purchased properties that were distressed, falling into foreclosure, and otherwise already being foreclosed upon by the lenders. The conspirators would then sell the properties for more than they bought them for, i.e., flipping them, to the "investors." The strategy appeared to be buy low and sell high. Although this was an overt act in the mortgage fraud conspiracy, this activity, alone, was not necessarily fraudulent. What happened next was.

13. Daniele and his conspirators flipped the properties out to the "investors." In essence, Daniele and his conspirators were able to, essentially, control both ends of the transactions. The conspirators were the sellers. They recruited the buyers, who were induced to join the conspiracy by, among other promises, being able to buy the homes without putting any money into the deals. Thus, these were not arms length



transactions, in which the buyers bargained for and received the benefit of an independent deal. Instead, the properties were always sold to the conspirators for more than they were purchased for and this difference - the equity, either faked or real - was used to fund the buyer's contributions (e.g., Line 303 of the HUD-1), fund the conspiracy itself, and making a profit for the conspirators.

14. Daniele and his conspirators, at the resale or flip and unbeknownst to the lenders, provided the buyer's their funds to close (commonly but inaccurately called the down payment). Two different techniques were employed:

- (1) conspirators would wire or provide a check to pay for the buyer's contribution (Line 303 on the HUD-1), often directly to the title company, or
- (2) conspirators would net out of the seller's (Daniele and his conspirators) expected proceeds from the sale the buyer's purported contribution (the other conspirators and, again, Line 303 of the HUD-1).

These two methods worked, in part, because the conspirators were controlling both sides of the transactions.

15. By lying in this way, it appeared that the loans the lenders were making actually met the underwriting criteria and loan programs guidelines, for example, with respect to the loan-to-value (LTV) calculation. But, in reality, no such funds being brought to the closing by the borrower, it effectively gave the buyer very little stake in the property and little incentive to keep the loan from defaulting.

16. A few examples of fraudulent transactions involving Daniele and

conspirators are set forth below; these are, in legal parlance, overt acts over the course of the conspiracy. These are some of the examples:

A. Transaction #1 - See Appendix A

<b>Date of Closing</b>	08/30/2004
<b>Borrower</b>	P1 & P2
<b>Seller</b>	Atlantis Property Investment, LTD. Co
<b>Lender</b>	Suntrust Mortgage, Inc. FDIC #867
<b>Title Company</b>	Integrity First Title, LLC
<b>Property Location</b>	2000 22nd St, St. Petersburg, FL
<b>Contract Sales Price</b>	\$104,000
<b>Amount of Loan</b>	\$93,600
<b>Cash Purportedly From</b>	\$14,312.76
<b>Borrower</b>	
<b>Cash Purportedly to Seller</b>	\$50,280.06
<b>Method - Cash to Close</b>	Wire in from Titan Development Group LLC for
	\$14,312.76. Wire from Amsouth Bank, Alabama to
<b>Method - Proceeds to Seller</b>	Riverview Escrow, Florida
	Wire to Titan Development Group, LLC for
	\$50,280.06. Wire from Integrity First Title Riverview
	Escrow, Florida to Amsouth Bank, Alabama.
<b>Mortgage Broker</b>	Manhattan Mortgage - B1
<b>Monthly Income of Borrowers</b>	P1 - \$7,440 P2 - \$5,500
<b>Cash from Borrower on 1003</b>	\$14,745

i. In transaction #1, P1 & P2 purchased the property at 2000 22nd St., St. Petersburg, FL, from Atlantis Property Investment, LTD. CO., a Daniele-related company. B1 from Manhattan Mortgage was responsible for preparing the Uniform Residential Loan Application (Form 1003). On the 1003, in section VII, entitled "Details of Transaction," the cash due from the buyer, less closing costs, was estimated to be \$10,400, or 10% of the contract sales price. Suntrust Mortgage, Inc., the lender, believed that they were providing a mortgage for P1 & P2 on a property at 90% LTV.

Relying on the 90% LTV figure, Suntrust Mortgage believed that P1 & P2 were purchasing the house holding a 10% equity stake in the property from their own proceeds. However, at the 08/30/2004 closing, which took place at Integrity First Title, LLC, Titan Development Group LLC, a Daniele-related company, provided the cash to close amount of \$14,312.76 in the form of an interstate wire. This amount included the 10% down payment, less any escrow amount, plus closing costs.

ii. Daniele and his related company were able to provide P1 & P2's funds to close and still make a profit from the transaction because they were able to control both sides of the transaction, including the selling price. The complete details of the transaction were not transparent to the lender prior to, at the time of, or even after the closing. Had the lender known that P1 & P2 were not bringing their own money to the closing or that the money would be provided by the seller, the lender would not have authorized this particular loan to P1 & P2 for this property. Each party to the transaction signed the HUD-1 as if the buyers were personally providing the money on Line 303. Because they did not provide the money to close, P1 & P2 had very little stake in the property and little incentive to keep the property from going into default, which it eventually did.

B. Transaction #2 - See Appendix B

<b>Date of Closing</b>	8/30/2004
<b>Borrower</b>	P1 & P2
<b>Seller</b>	Atlantis Property Investment, LTD. Co
<b>Lender</b>	First Consolidated Mortgage Co. - Non FDIC
<b>Title Company</b>	Institution Integrity First Title, LLC
<b>Property Location</b>	1726 Newark Street South, St. Petersburg, FL
<b>Contract Sales Price</b>	\$190,000

<b>Amount of Loan</b>	\$171,000
<b>Cash Purportedly From</b>	\$25,928.23
<b>Borrower</b>	
<b>Cash Purportedly to Seller</b>	\$17,818.19
<b>Method - Cash to Close</b>	Two wires in from Titan Development Group LLC for  \$17,816.19 and \$8,110.04. Wires from Amsouth  Bank, Alabama to Riverview Escrow, Florida
<b>Method - Proceeds to Seller</b>	Wire to Titan Development Group, LLC for  \$17,818.19. Wire from Integrity First Title Riverview  Escrow, Florida to Amsouth Bank, Alabama.
<b>Mortgage Broker</b>	First Consolidated Mortgage Co.
<b>Monthly Income of Borrowers</b>	P1 - \$9,200

i In transaction #2, P1 & P2 purchased a second property at 1726 Newark Street South, St. Petersburg, FL, from Atlantis Property Investment, LTD. CO., a Daniele-related company. P1 & P2 were to provide a 10% down payment of \$19,000 plus closing costs of \$6,928.23 for an amount of \$25,928.23 at closing. First Consolidated Mortgage Company, the lender, believed that they were providing a mortgage for P1 & P2 on a property at 90% LTV. Relying on the 90% LTV figure, First Consolidated Mortgage Company believed that P1 & P2 were purchasing the house holding a 10% equity stake in the property from their own proceeds. However, at the 08/30/2004 closing, which took place at Integrity First Title, LLC, Titan Development Group LLC, a Daniele-related company, provided the cash to close amount of \$25,928.23 in the form of two (2) interstate wire. This amount included the 10% down payment, less any escrow amount, plus closing costs.

ii. In transaction #2, Daniele and his related company provide the buyer's funds to close in an amount above seller proceeds. However, the profit

made from transaction #1 more than makes up for the loss in transaction #2. Both transactions combined, still allowed Daniele and his related company to make a profit while providing the cash-to-close monies to the buyers. The complete details of the transaction were not transparent to the lender prior to, at the time of, or even after the closing. Had the lender known that P1 & P2 were not bringing their own money to the closing or that the money would be provided by the seller, the lender would not have authorized this particular mortgage loan. Each party to the transaction signed the HUD-1 as if the buyers were personally providing the money on Line 303 of the HUD-1. Because they did not provide the money to close, P1 & P2 had very little stake in the property and little incentive to keep the property from going into default, which it eventually did.

C. Transaction #3 - See Appendix C

<b>Date of Closing</b>	9/30/2004
<b>Borrower</b>	P3
<b>Seller</b>	Titan Development Group, LLC
<b>Lender</b>	Lakeland Regional Mortgage Corp - Not an FDIC
<b>Title Company</b>	Institution
<b>Property Location</b>	Integrity First Title, LLC
<b>Contract Sales Price</b>	1315 8th Avenue S., St. Petersburg, FL
<b>Amount of Loan</b>	\$100,000
<b>Cash Purportedly From</b>	\$90,000
	\$14,992.98
<b>Borrower</b>	
<b>Cash Purportedly to Seller</b>	\$43,037.79
<b>Method - Cash to Close</b>	Wire in from Titan Development Group LLC for
	\$14,992.98. Wire from Amsouth Bank, Alabama to
	Riverview Escrow, Florida

<b>Method - Proceeds to Seller</b>	Wire to Titan Development Group, LLC for \$43,037.79. Wire from Integrity First Title Riverview Escrow, Florida to Amsouth Bank, Alabama.
<b>Mortgage Broker</b>	Lakeland Regional Mortgage Corp
<b>Cash from Borrower on 1003</b>	\$16,285.34

i In transaction #3, P3 purchased the property at 1315 8th Avenue S., St. Petersburg, FL, from Titan Development Group, LLC, a Daniele-related company. On the 1003, section VII, entitled "Details of Transaction," estimated that the cash due from buyer, less closing costs, was to be \$10,000, or 10% of the contract sales price. Lakeland Regional Mortgage Corp, the lender, believed that they were providing a mortgage for P3 on a property at 90% LTV. Relying on the 90% LTV figure, Lakeland Regional Mortgage Corp. believed that P3 was purchasing the house holding a 10% equity stake in the property from his/her own proceeds. However, at the 09/30/2004 closing, which took place at Integrity First Title, LLC, Titan Development Group LLC, a Daniele-related company, provided the cash to close amount of \$14,992.98 in the form of an interstate wire. This amount included the 10% down payment, less seller concessions, plus closing costs.

ii. Daniele and his related company were able to provide P3's funds to close and still make a profit from the transaction because they were able to control both sides of the transaction, including the sale price. The complete details of the transaction were not transparent to the lender prior to, at the time of, or even after the closing. Had the lender known that P3 was not bringing his/her own money to the closing or that the money would be provided by the seller, the lender would not have authorized this particular mortgage loan. Each party to the transaction signed the HUD-

1 as if the buyer was personally providing the money on Line 303 of the HUD-1.

Because he/she did not provide the money to close, P3 had very little stake in the property and little incentive to keep the property from going into default, which it eventually did.

D. Transaction #4 - See Appendix D

<b>Date of Closing</b>	9/30/2004
<b>Borrower</b>	P4
<b>Seller</b>	Titan Development Group, LLC
<b>Lender</b>	SunTrust Mortgage, Inc. FDIC #867
<b>Title Company</b>	Integrity First Title, LLC
<b>Property Location</b>	2015 43rd Street South, St. Petersburg, FL
<b>Contract Sales Price</b>	93,000
<b>Amount of Loan</b>	\$83,700
<b>Cash Purportedly From</b>	\$10,004.93
<b>Borrower</b>	
<b>Cash Purportedly to Seller</b>	\$18,843.60
<b>Method - Cash to Close</b>	Wire in from Titan Development Group LLC for  \$10,004.93. Wire from Amsouth Bank, Alabama to  Riverview Escrow, Florida <b>Method - Proceeds to Seller</b> Wire to Titan Development Group, LLC for  \$18,843.60. Wire from Integrity First Title Riverview  Escrow, Florida to Amsouth Bank, Alabama. <b>Mortgage Broker</b> Manhattan Mortgage Corporation - B1
<b>Monthly Income of Borrowers</b>	\$8,726
<b>Cash from Borrower on 1003</b>	\$14,398.92

i. In transaction #4, P4 purchased the property at 2015 43rd Street South, St. Petersburg, FL, from Titan Development Group, LLC, a Daniele-related company. B1 from Manhattan Mortgage was responsible for preparing the 1003. On the 1003, section VII, entitled "Details of Transaction," estimated that the cash due from buyer, less closing costs was to be \$9,300, or 10% of the contract sales

price. Suntrust Mortgage, Inc., the lender, believed that they were providing a mortgage to P4 on a property at 90% LTV. Relying on the 90% LTV figure, Suntrust Mortgage believed that P4 was purchasing the house holding a 10% equity stake in the property from their own proceeds. However, at the 09/30/2004 closing, which took place at Integrity First Title, LLC, Titan Development Group LLC, a Daniele-related company, provided the cash to close amount of \$10,004.96 in the form of an interstate wire. This amount included the 10% down payment, less \$5,580 of seller concessions, plus closing costs.

ii. Daniele and his related company were able to provide P4's funds to close and still make a profit from the transaction because they were able to control both sides of the transaction, including the selling price. The complete details of the transaction were not transparent to the lender prior to, at the time of or after the closing. Had the lender known that P4 was not bringing his/her own money to the closing or that the money would be provided by the seller, the lender would not have authorized this particular mortgage loan. Each party to the transaction signed the HUD-1 as if the buyer was personally providing the money on Line 303 of the HUD-1. Because he/she did not provide the money to close, P4 had very little stake in the property and little incentive to keep the property from going into default, which it eventually did.

E. Transaction #5 - See Appendix E

<b>Date of Closing</b>	10/15/2004
<b>Borrower</b>	P5
<b>Seller</b>	Titan Development Group, LLC
<b>Lender</b>	Wells Fargo Home Mortgage - FDIC #3511
<b>Title Company</b>	Integrity First Title



<b>Property Location</b>	1310 15th Avenue South, St. Petersburg, FL
<b>Contract Sales Price</b>	\$108,000
<b>Amount of Loan</b>	\$97,200
<b>Cash Purportedly From</b>	\$15,498.69
<b>Borrower</b>	
<b>Cash Purportedly to Seller</b>	\$25,054.05
<b>Method - Cash to Close</b>	Official Check from Amsouth Bank dated 10/18/2004
	in the amount of \$15,498.69. Purchaser of the
	check is Titan Development Group, LLC. Pay to the
<b>Method - Proceeds to Seller</b>	order of: Integrity First Title. Purchased for: P5
	Two wires to Titan Development Group, LLC in the
	amount of \$20,734.05 and \$4,320. Wires from
	Integrity First Title Riverview Escrow, Suntrust Bank,
	Florida to Amsouth Bank, Alabama.
<b>Mortgage Broker</b>	A & A Mortgage
<b>Cash from Borrower on 1003</b>	\$14,756.25

i. In transaction #5, P5 purchased the property at 1310 15th Ave. S., St. Petersburg, FL, from Titan Development Group, LLC, a Daniele-related company. A broker at A & A Mortgage, Inc., was responsible for completing the 1003. On the 1003, section VII, entitled "Details of Transaction," the broker entered that the cash due from buyer, less closing costs, was to be \$10,800, or 10% of the contract sales price. Wells Fargo Home Mortgage, Inc., the lender, believed that they were providing a mortgage to P5 on a property at 90% LTV. Relying on the 90% LTV figure, Wells Fargo Home Mortgage believed that P5 was purchasing the house holding a 10% equity stake in the property from their own proceeds. However, at the 10/15/2004 closing, which took place at Integrity First Title, LLC, Titan Development Group LLC, a Daniele-related company, provided the cash to close amount of \$15,498.69 in the form

of an official check. This amount included the 10% down payment, less seller concessions, plus closing costs.

ii. Daniele and his related company were able to provide P5's funds to close and still make a profit from the transaction because they were able to control both sides of the transaction, including the selling price. The complete details of the transaction were not transparent to the lender prior to, at the time of, or even after the closing. Had the lender known that P5 was not bringing his/her own money to the closing or that the money would be provided by the seller, the lender would not have authorized this particular loan. Each party to the transaction signed the HUD-1 as if the buyer was personally providing the money on Line 303. Because he/she did not provide the money to close, P5 had very little stake in the property and little incentive to keep the property from going into default, which it eventually did.

F. Transaction #6 - See Appendix F

<b>Date of Closing</b>	10/22/2004
<b>Borrower</b>	P6
<b>Seller</b>	Gator Real Estate Investments, LTD
<b>Lender</b>	Suntrust Mortgage, Inc. FDIC #867
<b>Title Company</b>	Integrity First Title, LLC
<b>Property Location</b>	10118 11th Street, Tampa, FL
<b>Contract Sales Price</b>	\$106,000
<b>Amount of Loan</b>	\$95,400
<b>Cash Purportedly From</b>	\$13,407.49
<b>Borrower</b>	
<b>Cash Purportedly to Seller</b>	\$24,368
<b>Method - Cash to Close</b>	Official Check from Amsouth Bank dated 10/22/2004 in the amount of \$13,407.49. Purchaser of the check says P6, however check was purchased by Titan Development Group, LLC. Pay to the order of: Integrity First Title. Purchased for 10118 11th St.

<b>Method - Proceeds to Seller</b>	Wire to Titan Development Group, LLC for \$24,368.78. Wire from Integrity First Title Riverview Escrow, Florida to Amsouth Bank, Alabama.
<b>Mortgage Broker</b>	Manhattan Mortgage - B1
<b>Monthly Income of Borrowers</b>	\$6,000
<b>Cash from Borrower on 1003</b>	\$15,446

i. In transaction #6, P6 purchased the property at 10119 11th Street, Tampa, FL, from Titan Development Group, LLC, a Daniele-related company. B1 from Manhattan Mortgage was responsible for preparing the 1003. On the 1003, section VII, entitled "Details of Transaction," the broker entered that the cash due from buyer, less closing costs, was to be \$10,600, or 10% of the contract sales price. Suntrust Mortgage, Inc., the lender, believed that they were providing a mortgage to P6 on a property at 90% LTV. Relying on the 90% LTV figure, Suntrust Mortgage believed that P6 was purchasing the house holding a 10% equity stake in the property from their own proceeds. However, at the 10/22/2004 closing, which took place at Integrity First Title, LLC, Titan Development Group LLC, a Daniele-related company, provided the cash to close amount of \$13,407.49 in the form of an official check. This amount included the 10% down payment, less seller concessions, plus closing costs.

ii. Daniele and his related company were able to provide P6's funds to close and still make a profit from the transaction because they were able to control both sides of the transaction, including the selling price. The complete details of the transaction were not transparent to the lender prior to, at the time of, or even after the closing. Had the lender known that P6 was not bringing his/her own money to the closing or that the money would be provided by the seller, the lender would not have given P6 a mortgage for said property. Each party to the transaction signed the HUD-1

as if the buyer was personally providing the money on Line 303. Because he/she did not provide the money to close, P6 had very little stake in the property and very little incentive to keep the property from going into default, which it eventually did.

17. In each of the six (6) proceeding transactions, Daniele and his related companies and conspirators provided the cash-to-close monies that were supposed to come from the "investor." Transactions #1-4 contain an interstate wire of funds from Daniele-controlled Amsouth Bank account in Alabama to the escrow account of Integrity First Title in Florida. Transactions #5-6 involve conspirators fronting cashier's checks to cover the "investors" required cash-to-close. In each of the transactions, the lenders were unaware that the buyer did not bring their own cash-to-close but that it was, instead, really coming out of the proceeds of the loans themselves from the monies that were purportedly going to the seller.

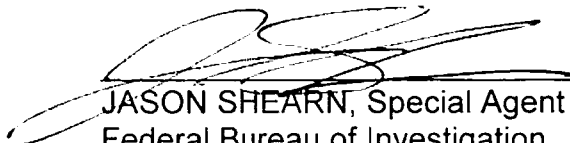
18. Investigation into Daniele and this conspiracy has uncovered approximately four hundred (400) additional mortgage loan conspiracy-related transactions here in Florida.

19. In addition, a review is beginning regarding mortgage fraud set forth in a 2005 federal civil lawsuit filed in Ohio that included Daniele as a defendant and set forth additional mortgage fraud allegations against him and others. It is noted herein because the lawsuit, including its attendant allegations, was litigated during the time period of the conspiracy and therefore is relevant to Danielle's knowledge related to mortgage fraud and reflects an additional direction of the investigation beyond that already identified in this affidavit.


D. Conclusion

20. Wherefore, I respectfully request that the Court issue a warrant for the arrest of Joseph F. Daniele for violations of (1) the conspiracy statute, in violation of Title 18, United States Code, Section 371, and (2) the statute prohibiting wire fraud affecting a financial institution, in violation of Title 18, United States Code, Section 1343 and 2.

This completes my affidavit.

  
JASON SHEARN, Special Agent  
Federal Bureau of Investigation

Sworn to and subscribed before me  
this 9th day of June, 2010.

  
THOMAS G. WILSON  
United States Magistrate Judge

# Appendix A



OMB No. 2502-0265

**B. Type of Loan**

1 ☐ FHA 2 ☐ FmHA 3 ☒ Conv. Unins. 6. File Number R0408005 7. Loan Number 0141898148 8. Mortgage Insurance Case Number  
4 ☐ VA 5 ☐ Conv. Ins.

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER:

ADDRESS OF BORROWER:

E. NAME OF SELLER: Atlantis Property Investment, LTD, Co.

ADDRESS OF SELLER: 18908 Lakes Edge Way, Odessa, FL 33556

F. NAME OF LENDER: Suntrust Mortgage Inc.

ADDRESS OF LENDER: 350 N. Lake Destiny, Maitland, FL 32751

G. PROPERTY LOCATION: 2000 22nd St SAINT PETERSBURG, FL 33712

H. SETTLEMENT AGENT: INTEGRITY FIRST TITLE LLC

206 BUCKINGHAM PLACE, SUITE 2, BRANDON, FL 33511

PLACE OF SETTLEMENT: 206 BUCKINGHAM PLACE, SUITE 2, BRANDON, FL 33511

I. SETTLEMENT DATE: 8/30/2004

L. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
10. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
11. Contract sales price	104,000.00	401. Contract sales price	104,000.00
12. Personal property		402. Personal property	
13. Settlement charges to borrower (line 1400)	7,611.23	403.	
14.		404.	
15.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
16. City/town taxes to		406. City/town taxes to	
17. County taxes to		407. County taxes to	
18. Assessments to		408. Assessments to	
19. to		409. to	
20. to		410. to	
21. to		411. to	
22. to		412. to	
20. GROSS AMOUNT DUE FROM BORROWER	111,611.23	420. GROSS AMOUNT DUE TO SELLER	104,000.00
J. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
1. Deposit or earnest money	1,000.00	501. Excess deposit (see instructions)	
2. Principal amount of new loan(s)	93,600.00	502. Settlement charges to seller (line 1400)	2,516.85
3. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
4.		504. Payoff of first mortgage loan	47,504.62
5.		Ready America Funding	
6.		505. Payoff of second mortgage loan	
7. Principal amount of seller financing		506. Principal amount of seller financing	
8.		507.	
9. Closing Cost Credit	2,080.00	508. Closing Cost Credit	2,080.00
10.		509.	
11. a		509a	
12. b		509b Deposit Directly to Seller	1,000.00
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
13. City/town taxes to		510. City/town taxes to	
14. County taxes 1/1/2004 to 8/30/2004	618.47	511. County taxes 1/1/2004 to 8/30/2004	618.47
15. Assessments to		512. Assessments to	
16. to		513. to	
17. to		514. to	
18. to		515. to	
19. to		516. to	
20. to		517. to	
21. to		518. to	
22. to		519. to	
TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER	97,298.47	520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER	53,719.94
CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
Gross amount due from borrower (line 120)	111,611.23	601. Gross amount due to seller (line 420)	104,000.00
Less amounts paid by/for borrower (line 220)	97,298.47	602. Less reductions in amount due seller (line 520)	53,719.94
CASH <input checked="" type="checkbox"/> From <input type="checkbox"/> To BORROWER	14,312.76	603. CASH <input checked="" type="checkbox"/> To <input type="checkbox"/> From SELLER	50,280.06

700. TOTAL SALES/BROKER'S COM. based on price 104,000.00 @ % =				Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
Division of Commission (line 700) as follows:					
701.	to				
702.	to				
703.	Commission paid at Settlement				
704.	to				
800. Items Payable In Connection With Loan					
801.	Loan Origination Fee	% to	Manhattan Mortgage	2,400.00	
802.	Loan Discount	% to			
803.	Appraisal Fee	to	Real Estate Appraisal	375.00	
804.	Credit Report	to			
805.	Lender's Inspection Fee	to			
806.	Mortgage Insurance Application Fee	to			
807.	Tax Service Fee	to	Valutree	78.00	
808.	Mortgage Broker Fee from Sun <\$234.00>	to	Manhattan Mortgage (P.O.C.)		
809.	Administrative Fee	to	SunTrust Mortgage, Inc.	450.00	
810.	Life of Loan Flood Cert	to	Geotrac	11.50	
811.		to			
812.		to			
813.		to			
814.		to			
815.		to			
900. Items Required By Lender To Be Paid In Advance					
901.	Interest from 8/30/2004 to 9/1/2004 @ 17.95 /day			35.90	
902.	Mortgage Insurance Premium for months to				
903.	Hazard Insurance Premium for years to Norton Insurance of Florida			911.00	
904.		years to			
905.		years to			
990. Reserves Deposited With Lender					
991.	Hazard insurance	3 months@	75.91 per month	227.73	
992.	Mortgage insurance	months@	per month		
993.	City property taxes	months@	per month		
994.	County property taxes	12 months@	89.21 per month	1,070.52	
995.	Annual assessments	months@	per month		
996.		months@	per month		
997.		months@	per month		
998.		months@	per month		
999.	Aggregate Accounting Adjustment			(227.72)	
990. Title Charges					
991.	Settlement or closing fee	to	Integrity First Title	100.00	100.00
992.	Abstract or title search	to	Integrity First Title		90.00
993.	Title examination	to	Integrity First Title		90.00
994.	Title insurance binder	to			
995.	Document preparation	to			
996.	Notary fees	to			
997.	Attorney's fees	to			
998.	(includes above items numbers:				
999.	Title insurance	to	Integrity First Title	350.00	595.00
990.	(includes above items numbers:				
991.	Lender's coverage: Risk Premium 350.00		INS AMT: 93,600.00		
992.	Owner's coverage: Risk Premium 595.00		INS AMT: 104,000.00		
993.	Endorsements: FF9-189.00; ALTA 8.1-45.00;			234.00	
994.	Courier/Handling/Express Mail	to	Integrity First Title	60.00	
995.	Release/Handling/Recording of Satisfacti	to	Integrity First Title		55.50
996.	Wire Fee	to	Integrity First Title	35.00	70.00
Government Recording and Transfer Charges					
997.	Recording Fees: Deed \$10.00; L-Mortgage(s) \$205.50; S-Mortgage(s) : Releases			215.50	
998.	City/county tax/stamps: Deed : L-Mortgage(s) \$187.20; S-Mortgage(s)			187.20	
999.	State tax/stamps: Deed \$728.00; L-Mortgage(s) \$327.60; S-Mortgage(s)			327.60	728.00
Additional Settlement Charges					
990.	Survey	to	David L. Smith Professional Surveyors	275.00	
991.	Pest Inspection	to	Bush Pest Control	345.00	
992.	Roof Inspection	to			
993.	Home Warranty	to	Service America		329.83
994.	Utility Lien	to	City of St. Petersburg		458.52
995.	Insurance Update Inspection	to	Fackler Home Inspection	150.00	
996.		to			
997.		to			
Total Settlement Charges (enter on lines 103, Section J and 502, SectionK)				7,611.23	2,516.85





## HUD-1 Settlement Statement Signature Page

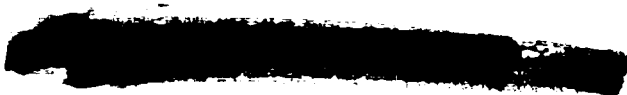
### Certification

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Atlantis Property Investment, Ltd.



The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement



8-30-04

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

INTEGRITY FIRST TITLE, LLC

Incoming Wire Detail Report  
Printed on Aug 31, 2004 05:25 PM

## Process Information

Wire system reference: 040831011878

Transfer Amount: USD 14,312.76

Exchange Rate: .0000000000

Credit Amount: USD 14,312.76

Sending Bank:

Sending Party:

Message Reference: IMAD: 0831F2QCZ00C00103108311414FT01 Ref: 040831003979

Transfer Text:

ORG=A

AMSOUTH BANK

HOOVER, AL

ORG=

TITAN DEVELOPMENT GROUP LLC

18908 LAKE EDGE WAY

ODESSA FL 33556

SRF=040831003979

BBK=D 1000012729322

INTEGRITY FIRST TITLE LLC

RIVERVIEW ESCROW

10312 BLOOMINGDALE AVE STE A-2

RIVERVIEW FL 33569

BNF= 1000012729322

INTEGRITY FIRST TITLE LLC 10312

BLOOMINGDALE AVENUE SUITE A-2

RIVERVIEW FL 33569

*Wire In  
Buyer*

203219

Money Transfer Detail

Titan - Titan - 1 Approvers

Sep 03, 2004 08:49 AM

## Sender's Debit Information

Originating Party Name: INTEGRITY FIRST TITLE RIVERVIEW ESC

Originating Party Account: [REDACTED]

amount: 50,280.06

currency: USD - US Dollar

## Beneficiary's Account Information

account: [REDACTED] Titan Development Group LLC

amount: 50,280.06

currency: USD - US Dollar

## Additional Information

send date: Aug 31, 2004

value date: Aug 31, 2004

## Bank Routing Information

beneficiary bank: AMSOUTH - AMSOUTH BANK

routing #: 062000019

payment method: R - FED

## Originator-to-Beneficiary Information

line 1: Atlantil Property

line 2: to

line 3: Morgan

line 4: 2000 22nd St

## Bank-to-Bank Information

none

## Control Information

bank trace no: 2004244000583

customer trace no: 000052

entry cust/user: 203219 - JOSH

entry date/time: Aug 31, 2004 - 10:01:54 AM

approver 1 cust/user: 203219 - Kim

approver 1 date/time: Aug 31, 2004 - 10:03:56 AM

approver 2 cust/user: -

approver 2 date/time: -

status: Confirmed

report created: Sep 03, 2004 - 08:49:53 AM

## Confirmation Information

line 1: IMAD: 0831F1QCZ3AC001295 Ref: 040831004278

Close*Proceeds  
Wire out*

# Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

Mortgage Applied for: <input type="checkbox"/> VA <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> USDA/Rural <input type="checkbox"/> Other (explain):		Agency Case Number	Lender Case Number
Housing Service			

Amount \$ 93,600	Interest Rate 7.000 %	No. of Months 360/300	Amortization Type: <input type="checkbox"/> Fixed Rate <input checked="" type="checkbox"/> ARM (type): 5/1 Libor
------------------	-----------------------	-----------------------	--

Subject Property Address (street, city, state, ZIP) 2000 22nd St., Saint Petersburg, FL 33712 County: Pinellas		No. of Units Zunit
Legal Description of Subject Property (attach description if necessary)		Year Built

Purpose of Loan: <input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Refinance <input type="checkbox"/> Construction <input type="checkbox"/> Construction-Permanent <input type="checkbox"/> Other (explain):	Property will be: <input type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input checked="" type="checkbox"/> Investment
--	--

Complete this line if construction or construction-permanent loan.	Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a+b)
		\$	\$	\$	\$	\$

Complete this line if this is a refinance loan.	Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements <input type="checkbox"/> made <input type="checkbox"/> to be made	Cost: \$
		\$	\$			

Title will be held in what Name(s):	Manner in which Title will be held Joint tenants	Estate will be held in: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)
-------------------------------------	---	--

Source of Down Payment, Seller's Lien Charges and/or Subordinate Financing (explain)	
--	--

Borrower's Name (include Jr. or Sr. if applicable)	Co-Borrower's Name (include Jr. or Sr. if applicable)
--	---

Social Security Number Home Phone (area code) (DOB MM/DD/YYYY) Yrs. School	Social Security Number Home Phone (area code) (DOB MM/DD/YYYY) Yrs. School
--	--

<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated	Dependents (not listed by Co-Borrower) no. 1 ages 14	<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated	Dependents (not listed by Borrower) no. 1 ages 14
---	---	---	--

Present Address (street, city, state, ZIP) <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent 18 No. Yrs.	Present Address (street, city, state, ZIP) <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent 18 No. Yrs.
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Mailing Address, if different from Present Address	Mailing Address, if different from Present Address
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MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$ 7,400.00	\$ 5,500.00	\$ 12,900.00	Rent	\$	
Overtime				First Mortgage (P&I)	1,719.00	\$ 622.72
Bonuses				Other Financing (P&I)	344.00	
Commissions				Hazard Insurance		60.00
Dividends/Interest				Real Estate Taxes		60.00
Net Rental Income	40.00		40.00	Mortgage Insurance		108.42
Other (before completing, see the notice in "describe other income," below)				Homeowner Assn. Dues		
				Other:		
Total	\$ 7,440.00	\$ 5,500.00	\$ 12,940.00	Total	\$ 2,063.00	\$ 871.14

\* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income: Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C	Monthly Amount
	\$

**NET WORTH, ASSETS AND LIABILITIES**  
 This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a spouse, this Statement and supporting schedules must be completed about that spouse also.

Completed ☒ Jointly ☐ Not Jointly

ASSETS		Cash or Market Value	LIABILITIES		
Description			Monthly Payment & Months Left to Pay	Unpaid Balance	
Cash deposit toward purchase held by:	\$				
List checking and savings accounts below					
Name and address of Bank, S&L, or Credit Union			Name and address of Company		
AmSouth (checking) 7-22-04/6-24-04			HMS (1st on Primary)-1-03		
Acct. no. [REDACTED]	\$	1,430	Acct. no. [REDACTED]	(1,719)	237,341
Name and address of Bank, S&L, or Credit Union			Name and address of Company		
Bank of America (securities) 401K-6-30-04 18.27% * 70%			Aqua Sun (2nd on Primary)-8-02		
Acct. no. [REDACTED]	\$	12,793	Acct. no. [REDACTED]	(344)	14,317
Name and address of Bank, S&L, or Credit Union			Name and address of Company		
Nationwide-403B 6-30-04 13.36% * 70%			EMC Mortgage (1128 James Ave)-12-03		
Acct. no. [REDACTED]	\$	9,382	Acct. no. [REDACTED]	(548)	74,582
Name and address of Bank, S&L, or Credit Union			Name and address of Company		
[REDACTED]			Countrywide (2424 13th St)-11-03		
Acct. no. [REDACTED]	\$		Acct. no. [REDACTED]	(686)	71,191
Name and address of Bank, S&L, or Credit Union			Name and address of Company		
[REDACTED]			Chase Mtg (521 28th Ave.)-8-03		
Acct. no. [REDACTED]	\$		Acct. no. [REDACTED]	(530)	69,587
Stocks & Bonds (Company name/number & description)			Name and address of Company		
Lincoln Financial-AnnyPl-6-30 Lincoln Financial-Greg-6-30 9689 X's 70%		6,702 7,406	Suntrust Mortgage (3435 14th Ave)-3-04		
Life insurance net cash value	\$		Acct. no. [REDACTED]	(599)	68,333
Face amount: \$			Name and address of Company		
Subtotal Liquid Assets	\$	37,763	EMC (957 13th)-1-04		
Real estate owned (enter market value from schedule of real estate owned)	\$	1,104,000	Acct. no. [REDACTED]	(583)	71,180
Vested interest in retirement fund	\$		Alimony/Child Support/Separate Maintenance Payments Owed to:		
Net worth of business(es) owned (attach financial statement)	\$		Job Related Expense (child care, union dues, etc.)	\$	
Automobiles owned (make and year)	\$		Total Monthly Payments	\$ 2,768	
Other Assets (itemize)	\$		Net Worth (all income)	\$ 89,103	Total Liabilities b. \$ 1,052,660
Total Assets a.	\$	1,141,763			

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet)								
Property Address (enter S if sold, PS if pending sale or R if rental being held for sale)	Type of Property	Present Market Value	Amount of Mortgage & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income	
[REDACTED]	sfr	\$ 310,000	\$ 251,658	\$	\$ 2,063	\$	\$	
[REDACTED]	R sfr	84,000	71,100	950	689	130	(107)	
711	R sfr	102,000	91,734	950	816		(104)	
* See page 4 for the additional properties	Totals	\$ 1,104,000	\$ 917,181	\$ 8,310	\$ 8,128	\$ 130	\$ 40	

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number
----------------	---------------	----------------

Borrower		Co-Borrower	
Yes	No	Yes	No
a. Purchase price \$ 104,000.00			
b. Additions, improvements, repairs			
c. Land (if acquired separately)			
d. Refinance (incl. debts to be paid off)			
e. Estimated prepaid items 1,422.00			
f. Estimated closing costs 5,003.00			
g. PMI, MIP, Funding Fee			
h. Discount (if Borrower will pay)			
i. Total costs (add items a through h) 110,425.00			
j. Subordinate financing			
k. Borrower's closing costs paid by Seller 2,080.00			
l. Other Credits(explain)			
m. Loan amount (exclude PMI, MIP, Funding Fee financed) 93,600.00			
n. PMI, MIP, Funding Fee financed			
o. Loan amount (add m & n) 93,600.00			
p. Cash from Co-Borrower (subtract j, k, l & o from i) 14,745.00			
If you answer "yes" to any questions a through l, please use continuation sheet for explanation.			
a. Are there any outstanding judgments against you?			
b. Have you been declared bankrupt within the past 7 years?			
c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?			
d. Are you a party to a lawsuit?			
e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment?			
f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?			
g. Are you obligated to pay alimony, child support, or separate maintenance?			
h. Is any part of the down payment borrowed?			
i. Are you a co-maker or endorser on a note?			
j. Are you a U. S. citizen?			
k. Are you a permanent resident alien?			
l. Do you intend to occupy the property as your primary residence?			
m. Have you had an ownership interest in a property in the last three years?			
(1) What type of property did you own-principal residence (PR), second home (SH), or investment property (IP)?			
(2) How did you hold title to the home-solo by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?			

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described herein; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated herein; (6) any owner or servicer of the Loan may verify or review any information contained in the application from any source named in this application, and Lender, its successors or assigns may retain the original and/or an electronic record of this application, even if the Loan is not approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my comments on the Loan become delinquent, the owner or servicer of the Loan may, in addition to any other rights and remedies that I may have relating to such delinquency, report my name and account information to one or more consumer credit reporting agencies; (9) ownership of the Loan and administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my handwritten signature.

X [REDACTED]

### INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may discriminate neither on the basis of this information, nor on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this Lender is required to note the information on the basis of visual observation or surname. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the Lender is subject under applicable state law for the particular type of loan applied for.)

<b>BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information		<b>CO-BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information	
<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino		<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	
<b>Race:</b> <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input checked="" type="checkbox"/> White		<b>Race:</b> <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input checked="" type="checkbox"/> White	
<b>Sex:</b> <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male		<b>Sex:</b> <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male	
<b>To be Completed by Interviewer</b> (Interviewer's Name (print or type)) This application was taken by: [REDACTED] <input type="checkbox"/> Face-to-face interview <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet		<b>Name and Address of Interviewer's Employer</b> Manhattan Mortgage 504 S Kings Rd. Brandon, FL 33511 (P) 813-920-0079 (F) 813-920-0865	
Interviewer's Signature [REDACTED] Interviewer's Phone Number (not area code) [REDACTED]			

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.	Borrower: [REDACTED]	Agency Case Number:
	Co-Borrower: [REDACTED]	Lender Case Number:

ASSETS	Cash or Market Value	LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Bank, S&L, or Credit Union		Name and address of Company impac (907 12th) see hud-1 and cancelled check 3-04	\$ Pay/Mos.	\$
Acct. no.	\$	Acct. No.	(669)	76,383
Name and address of Bank, S&L, or Credit Union		Name and address of Company Ocwon (4029 13th) see hud-1 & cancelled check 4-04	\$ Pay/Mos.	\$
Acct. no.	\$	Acct. No.	(818)	91,734
Name and address of Bank, S&L, or Credit Union		Name and address of Company Nations Home Lending (2135 Oakley) see hud-1 & cancelled check 5-04	\$ Pay/Mos.	\$
Acct. no.	\$	Acct. No.	(600)	74,700
Name and address of Bank, S&L, or Credit Union		Name and address of Company Homecomings (916 11th Ave)-1-04	\$ Pay/Mos.	\$
Acct. no.	\$	Acct. No.	(626)	67,833
Name and address of Bank, S&L, or Credit Union		Name and address of Company Bank of America	\$ Pay/Mos.	\$
Acct. no.	\$	Acct. No.	80/(R)	14,783
Name and address of Bank, S&L, or Credit Union		Name and address of Company MBNA America	\$ Pay/Mos.	\$
Acct. no.	\$	Acct. No.	115/(R)	12,260
Name and address of Bank, S&L, or Credit Union		Name and address of Company Discover	\$ Pay/Mos.	\$
Acct. no.	\$	Acct. No.	228/(R)	11,281
Name and address of Bank, S&L, or Credit Union		Name and address of Company HSBC	\$ Pay/Mos.	\$
Acct. no.	\$	Acct. No.	313/(R)	15,881
Name and address of Bank, S&L, or Credit Union		Name and address of Company MBNA America	\$ Pay/Mos.	\$
Acct. no.	\$	Acct. No.	221/(R)	10,808
Name and address of Bank, S&L, or Credit Union		Name and address of Company First USA	\$ Pay/Mos.	\$
Acct. no.	\$	Acct. No.	221/(R)	8,665

We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature: [REDACTED]

Date: [REDACTED]

Co-Borrower's Signature: [REDACTED]

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.		Borrower: [REDACTED]	Agency Case Number:
		Co-Borrower: [REDACTED]	Lender Case Number:

ASSETS		Cash or Market Value	LIABILITIES		Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Bank	S&L or Credit Union		Name and address of Company		\$ Payt/Mos.	\$
			Chase NA			
Acct. no.		\$	Acct. No. [REDACTED]		162/(R)	8,129
Name and address of Bank	S&L or Credit Union		Name and address of Company		\$ Payt/Mos.	\$
			CITI			
Acct. no.		\$	Acct. No. [REDACTED]		136/(R)	6,562
Name and address of Bank	S&L or Credit Union		Name and address of Company		\$ Payt/Mos.	\$
			CITI FLNA			
Acct. no.		\$	Acct. No. [REDACTED]		235/(R)	6,194
Name and address of Bank	S&L or Credit Union		Name and address of Company		\$ Payt/Mos.	\$
			MBNA America			
Acct. no.		\$	Acct. No. [REDACTED]		150/(R)	5,870
Name and address of Bank	S&L or Credit Union		Name and address of Company		\$ Payt/Mos.	\$
			CITI			
Acct. no.		\$	Acct. No. [REDACTED]		97/(R)	4,691
Name and address of Bank	S&L or Credit Union		Name and address of Company		\$ Payt/Mos.	\$
			Fleet			
Acct. no.		\$	Acct. No. [REDACTED]		291/(R)	14,582
Name and address of Bank	S&L or Credit Union		Name and address of Company		\$ Payt/Mos.	\$
			Fleet			
Acct. no.		\$	Acct. No. [REDACTED]		177/(R)	7,980
Name and address of Bank	S&L or Credit Union		Name and address of Company		\$ Payt/Mos.	\$
			MBNA America			
Acct. no.		\$	Acct. No. [REDACTED]		79/(R)	2,636
Name and address of Bank	S&L or Credit Union		Name and address of Company		\$ Payt/Mos.	\$
			CBUSA			
Acct. no.		\$	Acct. No. [REDACTED]		30/(R)	590
Name and address of Bank	S&L or Credit Union		Name and address of Company		\$ Payt/Mos.	\$
			Sears			
Acct. no.		\$	Acct. No. [REDACTED]		10/(R)	312

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[REDACTED] 107  
1 51/04



Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for borrower or C for Co-Borrower.	Borrower:	Agency Case Number:
	Co-Borrower:	Lender Case Number:

ASSETS	Cash or Market Value	LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Bank, S&L, or Credit Union		Name and address of Company WF Financial	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No. [REDACTED]	39/(R)	946
Name and address of Bank, S&L, or Credit Union		Name and address of Company Sallie Mae	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No. [REDACTED]	44	312
Name and address of Bank, S&L, or Credit Union		Name and address of Company Sallie Mae	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No. [REDACTED]	33	234
Name and address of Bank, S&L, or Credit Union		Name and address of Company Sallie Mae	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No. [REDACTED]	32	228
Name and address of Bank, S&L, or Credit Union		Name and address of Company Sallie Mae	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No. [REDACTED]	16	247
Name and address of Bank, S&L, or Credit Union		Name and address of Company WP Financial	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No. [REDACTED]	39/(R)	925
Name and address of Bank, S&L, or Credit Union		Name and address of Company THD/CAUSA	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No. [REDACTED]	22/(R)	1,505
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No. [REDACTED]		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No. [REDACTED]		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No. [REDACTED]		

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

**Lender Case Number:**

## NET ASSETS AND LIABILITIES

[REDACTED]

1 We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the  
2 above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

by  
01/04

## Appendix B



OMB No. 2502-0265

<b>Type of Loan</b>			
<input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input checked="" type="checkbox"/> Conv. Unins.	6. File Number R0408019	7. Loan Number W4001364	8. Mortgage Insurance Case Number
<input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.			
NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
NAME OF BORROWER: [REDACTED]			
ADDRESS OF BORROWER: [REDACTED]			
NAME OF SELLER: Atlantis Property Investment, Ltd. Co.			
ADDRESS OF SELLER: 3341 W. Bearss Avenue, Tampa, FL 33618			
NAME OF LENDER: [REDACTED]			
ADDRESS OF LENDER: [REDACTED]			
PROPERTY: 1726 Newark Street South			
LOCATION: St. Petersburg, FL 33701			
SETTLEMENT DATE: 8/30/2004			
<b>SUMMARY OF BORROWER'S TRANSACTION</b>		<b>K. SUMMARY OF SELLER'S TRANSACTION</b>	
GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
Contract sales price	190,000.00	401. Contract sales price	190,000.00
Personal property		402. Personal property	
Settlement charges to borrower (line 1400)	8,060.06	403.	
		404.	
		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
City/town taxes to		406. City/town taxes to	
County taxes to		407. County taxes to	
Assessments to		408. Assessments to	
		409. to	
		410. to	
		411. to	
		412. to	
GROSS AMOUNT DUE FROM BORROWER	198,060.06	420. GROSS AMOUNT DUE TO SELLER	190,000.00
<b>MOUNTS PAID BY OR IN BEHALF OF BORROWER</b>		<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER</b>	
Deposit or earnest money		501. Excess deposit (see instructions)	
Principal amount of new loan(s)	171,000.00	502. Settlement charges to seller (line 1400)	11,049.98
Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
		504. Payoff of first mortgage loan	160,000.00
		Brookview Rehab Funding LLC	
		505. Payoff of second mortgage loan	
Principal amount of seller financing		506. Principal amount of seller financing	
		507.	
		508.	
		509.	
		509a	
		509b	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
City/town taxes to		510. City/town taxes to	
County taxes 1/1/2004 to 8/30/2004	1,131.83	511. County taxes 1/1/2004 to 8/30/2004	1,131.83
Assessments to		512. Assessments to	
		513. to	
		514. to	
		515. to	
		516. to	
		517. to	
		518. to	
		519. to	
TOTAL AMOUNTS PAID OR IN BEHALF OF BORROWER	172,131.83	520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER	172,181.81
<b>CASH AT SETTLEMENT FROM/TO BORROWER</b>		<b>600. CASH AT SETTLEMENT TO/FROM SELLER</b>	
Gross amount due from borrower (line 120)	198,060.06	601. Gross amount due to seller (line 420)	190,000.00
Amounts paid by/for borrower (line 220)	172,131.83	602. Less reductions in amount due seller (line 520)	172,181.81
CASH <input checked="" type="checkbox"/> From <input type="checkbox"/> To BORROWER	25,928.23	603. CASH <input checked="" type="checkbox"/> To <input type="checkbox"/> From SELLER	17,818.19

Case 8:10-mj-01271-TGW Document 1 Filed 06/09/10 Page 37 of 97

Settlement Charges		Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
1. TOTAL SALES/BROKER'S COM. based on price	190,000.00 @ % =		
Division of Commission (line 700) as follows:			
1. to			
2. to			
3. Commission paid at Settlement			
4. to			
3. Items Payable In Connection With Loan			
1. Loan Origination Fee	% to A & A Mortgage Inc.		3,720.00
2. Loan Discount	% to First Consolidated Mortgage Company	775.00	80.00
3. Appraisal Fee	to Real Estate Appraisal	375.00	
4. Credit Report	to		
5. Lender's Inspection Fee	to		
6. Mortgage Insurance Application Fee	to		
7. Underwriting Fee	to First Consolidated Mortgage Company	941.00	
8. Flood Certification Fee	to First Consolidated Mortgage Company	8.00	
9. Document Preparation Fee	to First Consolidated Mortgage Company	50.00	
10. E-Mail Docs Fee	to First Consolidated Mortgage Company	25.00	
11. Review Appraisal Fee	to First Consolidated Mortgage Company	250.00	
12. Processing Fee	to A & A Mortgage Inc.	350.00	
13. Home Inspection Fee	to Fackler Home Inspection	150.00	
	to		
4. Items Required By Lender To Be Paid In Advance			
Interest from 8/30/2004 to 9/1/2004 @ 39.24 /day		78.48	
Mortgage Insurance Premium for months to			
Hazard Insurance Premium for 1 years to Norton Insurance of Florida		1,313.00	
	years to		
	years to		
5. Reserves Deposited With Lender			
Hazard insurance	4 months@ 109.42 per month	437.68	
Mortgage insurance	months@ per month		
City property taxes	months@ per month		
County property taxes	11 months@ 142.26 per month	1,564.86	
Annual assessments	months@ per month		
	months@ per month		
	months@ per month		
Aggregate Accounting Adjustment		(579.96)	
Title Charges			
Settlement or closing fee	to Integrity First Title	100.00	100.00
Abstract or title search	to Integrity First Title		90.00
Title examination	to Integrity First Title		90.00
Title insurance binder	to		
Document preparation	to		
Notary fees	to		
Attorney's fees	to		
(includes above items numbers:			
Title insurance	to Integrity First Title	350.00	1,025.00
(includes above items numbers:			
Lender's coverage: Risk Premium 350.00	INS AMT: 171,000.00		
Owner's coverage: Risk Premium 1,025.00	INS AMT: 190,000.00		
Endorsements: FF9-275.00; ALTA 6.1-45.00; ALTA 8.1-45.00;		365.00	
Courier/Handling/Express Mail	to Integrity First Title	30.00	30.00
Wire Fee	to Integrity First Title	35.00	70.00
Release/Handling/Recording of Satisfaction	to Integrity First Title		74.00
Government Recording and Transfer Charges			
Recording Fees: Deed \$10.00; L-Mortgage(s) \$171.50; S-Mortgage(s) ; Releases		181.50	
City/county tax/stamps; Deed ; L-Mortgage(s) \$342.00; S-Mortgage(s)		342.00	
State tax/stamps; Deed \$1,330.00; L-Mortgage(s) \$598.50; S-Mortgage(s)		598.50	1,330.00
Additional Settlement Charges			
Survey	to David L. Smith Professional Surveyors	275.00	
Post Inspection	to Bush Pest Control	45.00	250.00
Proof of Inspection	to		
Home Warranty	to Service America		329.84
Plot Clearing Lien	to City of St. Petersburg		318.50
Secured Building Lien	to City of St. Petersburg		261.20
Utility Lien	to City of St. Petersburg		140.44
Payoff Lien	to Simon B. Dodd		3,141.00
	to		
Total Settlement Charges (enter on lines 103, Section J and 502, SectionK)		8,060.06	11,049.98

## HUD-1 Settlement Statement Signature Page

### Certification

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Atlantis Property Investment, Ltd.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

INTEGRITY FIRST TITLE LLC

8-30-04

make false statements to the United States or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Process Information

Wire system reference: 040901013375

Transfer Amount: USD 17,818.19

Exchange Rate: .0000000000

Premium Amount: USD 17,818.19

Sending Bank: [REDACTED]

Sending Party: [REDACTED]

Message Reference: IMAD: 0901F2QCZ00C00141009011502FT01 Ref: 040901004349

Transfer Text: ORG=A  
AMSOUTH BANK  
HOOVER, AL  
ORG= 0038435306

18908 LAKE EDGE WAY  
ODESSA FL 33556  
SRF=040901004349

BBK=D-1000012729322

INTEGRITY FIRST TITLE, LLC  
RIVERVIEW ESCROW, INC.

10312 BLOOMINGDALE AVE STE A-2  
RIVERVIEW FL 33569  
BNF= 1000012729322  
INTEGRITY FIRST TITLE 10312  
BLOOMINGDALE AVENUE SUITE A-2  
RIVERVIEW FL 33569

Close

INTEGRITY FIRST TITLE, LLC

Incoming Wire Detail Report  
Printed on Sep 01,2004 03:39 PM

Process Information

Wire system reference: 041001013648

Transfer Amount: USD 8,110.04

Exchange Rate: .0000000000

Sending Bank: [REDACTED]

Sending Party: [REDACTED]

Message Reference: IMAD: 1001F2QCZ00C00146710011420FT01 Ref: 041001004532

Transfer Text: ORG=A

AMSOUTH BANK

HOOVER, AL

ORG= [REDACTED]

18908 LAKE EDGE WAY

ODESSA FL 33553

SRF=041001004532

BBK=D 1000012729322

INTEGRITY FIRST TITLE, LLC

RIVERVIEW FL 33569

10312 BLOOMINGDALE AVENUE SUITE A-2

RIVERVIEW FL 33569

BNF= 1000012729322

INTEGRITY FIRST TITLE 10312

BLOOMINGDALE AVENUE SUITE A-2

RIVERVIEW FL 33569

Close



203219

Titan - Titan - 1 Approvers

Money Transfer Detail

Sep 03, 2004 08:49 AM

## Sender's Debit Information

Originating Party Name: INTEGRITY FIRST TITLE RIVERVIEW ESC

Originating Party Account: [REDACTED] (SD)

amount: 17,818.19

currency: USD - US Dollar

## Beneficiary's Account Information

account: [REDACTED] Titan Development Group LLC

amount: 17,818.19

currency: USD - US Dollar

## Additional Information

send date: Sep 01, 2004

value date: Sep 01, 2004

## Bank Routing Information

beneficiary bank: AMSOUTH - AMSOUTH BANK

routing #: 062000019

payment method: R - FED

## Originator-to-Beneficiary Information

line 1: Atlantis

line 2: to

line 3: Morgan

line 4: 1726 Newark St

## Bank-to-Bank Information

none

## Control Information

bank trace no: .

customer trace no: 000055

entry cust/user: 203219 - JOSH

entry date/time: Sep 01, 2004 - 12:16:01 PM

approver 1 cust/user: 203219 - Kim

approver 1 date/time: Sep 01, 2004 - 12:25:34 PM

approver 2 cust/user: -

approver 2 date/time: -

status: Confirmed

report created: Sep 03, 2004 - 08:49:46 AM

## Confirmation Information

line 1: IMAD: 0901F1QCZ6AC003016 Ref: 040901008443

Close*Proceeds  
TO  
Titan*

# Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

## TYPE OF MORTGAGE AND TERMS OF LOAN

Mortgage Applied for: ☐ VA ☒ Conventional ☐ Other (explain): Agency Case Number Lender Case Number  
☐ FHA ☒ USDA/Rural Housing Service

Amount \$ 174,000 Interest Rate 8.375 % No. of Months 360/360 Amortization Type: ☐ Fixed Rate ☒ ARM (Type: 2/28 LIBOR)

## PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state, ZIP) 1728 NEWARK STREET, Saint Petersburg, FL 33711 County: Pinellas No. of Units 1

Legal Description of Subject Property (attach description if necessary) LOT 41 ST PETERSBURG INVESTMENT COS SUB ADD PLAT BOOK 4-PAGE -28 Year Built 1925

Purpose of Loan: ☒ Purchase ☐ Construction ☐ Other (explain): ☐ Refinance ☐ Construction-Permanent Property will be: ☐ Primary Residence ☐ Secondary Residence ☒ Investment

Complete this line if construction or construction-permanent loan.

Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a+b)
\$	\$	\$	\$	\$	\$

Complete this line if this is a refinance loan.

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements <input type="checkbox"/> made <input type="checkbox"/> to be made
\$	\$	\$		Cost: \$

Title will be held in what Name(s) Manner in which Title will be held: ☒ Joint tenants ☐ Estate will be held in: ☒ Fee Simple ☐ Leasehold (attach explanation below)

Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain) Checking/Savings

## BORROWER'S INFORMATION

Borrower's Name (Include Jr. or Sr. if applicable) Co-Borrower's Name (Include Jr. or Sr. if applicable)

Social Security Number (incl. area code) DOB (MM/DD/YYYY) (Yrs. School) Social Security Number Home Phone (incl. area code) DOB (MM/DD/YYYY) (Yrs. School)

☒ Married ☐ Unmarried (include single, divorced, widowed) Dependents (not listed by Co-Borrower) ☐ Married ☐ Unmarried (include single, divorced, widowed) Dependents (not listed by Borrower)

Present Address (street, city, state, ZIP) ☒ Own ☐ Rent 19 No. Yrs. Present Address (street, city, state, ZIP) ☐ Own ☐ Rent No. Yrs.

Living Address, if different from Present Address Mailing Address, if different from Present Address

Residing at present address for less than two years, complete the following:

Former Address (street, city, state, ZIP) ☐ Own ☐ Rent No. Yrs. Former Address (street, city, state, ZIP) ☐ Own ☐ Rent No. Yrs.

## EMPLOYMENT INFORMATION

Name & Address of Employer ☐ Self Employed Yrs. on this job 1 yr(s) 6 mo.(s) Name & Address of Employer ☐ Self Employed Yrs. on this job

Yrs. employed in this line of work/profession 29 Yrs. employed in this line of work/profession

Position/Title/Type of Business Business Phone (incl. area code) Position/Title/Type of Business Business Phone (incl. area code)

OWNER/CONTROLLER

Employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer ☐ Self Employed Dates (from-to) 2000 - 2003 Name & Address of Employer ☐ Self Employed Dates (from-to)

Monthly Income \$ Monthly Income \$

Position/Title/Type of Business Business Phone (incl. area code) Position/Title/Type of Business Business Phone (incl. area code)

COUNTING MANAGER

Name & Address of Employer ☐ Self Employed Dates (from-to) Name & Address of Employer ☐ Self Employed Dates (from-to)

Monthly Income \$ Monthly Income \$


Position/Title/Type of Business Business Phone (incl. area code) Position/Title/Type of Business Business Phone (incl. area code)

PAGE 08/18

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.		Borrower:	Agency Case Number:
		Co-Borrower:	Lender Case Number:

ASSETS	Cash or Market Value	LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Bank, S&L, or Credit Union		Name and address of Company FLEET NATI	\$ Pay/L/Mos.	\$
Acct. no.	\$	Acct. No.	291	14,571
Name and address of Bank, S&L, or Credit Union		Name and address of Company AQUA SUN INVESTMENTS I	\$ Pay/L/Mos.	\$
Acct. no.	\$	Acct. No.	(344)	13,935
Name and address of Bank, S&L, or Credit Union		Name and address of Company MBNA AMERICA BANK NA	\$ Pay/L/Mos.	\$
Acct. no.	\$	Acct. No.	122	12,188
Name and address of Bank, S&L, or Credit Union		Name and address of Company DISCOVER FINANCIAL SVC	\$ Pay/L/Mos.	\$
Acct. no.	\$	Acct. No.	225	11,231
Name and address of Bank, S&L, or Credit Union		Name and address of Company MBNA AMERICA BANK NA	\$ Pay/L/Mos.	\$
Acct. no.	\$	Acct. No.	234	10,769
Name and address of Bank, S&L, or Credit Union		Name and address of Company FIRST USA BANK NA	\$ Pay/L/Mos.	\$
Acct. no.	\$	Acct. No.	221	8,869
Name and address of Bank, S&L, or Credit Union		Name and address of Company FLEET CC	\$ Pay/L/Mos.	\$
Acct. no.	\$	Acct. No.	190	8,475
Name and address of Bank, S&L, or Credit Union		Name and address of Company CHASE NA	\$ Pay/L/Mos.	\$
Acct. no.	\$	Acct. No.	162	3,112
Name and address of Bank, S&L, or Credit Union		Name and address of Company CITI	\$ Pay/L/Mos.	\$
Acct. no.	\$	Acct. No.	132	5,348
Name and address of Bank, S&L, or Credit Union		Name and address of Company CITIBANK FLORIDA NA	\$ Pay/L/Mos.	\$
Acct. no.	\$	Acct. No.	(235)	5,253

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower:  Date: 6/28/04 X Co-Borrower's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed  
NAME

## Appendix C

## Settlement Statement

U.S. Department of Housing  
and Urban Development

OMB No. 2502-0265

## B. Type of Loan

1 ☐ FHA 2 ☐ FmHA 3 ☒ Conv. Unins. 4 ☐ VA 5 ☐ Conv. Ins.

6. File Number R0408027 7. Loan Number 200413894 8. Mortgage Insurance Case Number

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER:

ADDRESS OF BORROWER:

E. NAME OF SELLER:

Titan Development Group, LLC

ADDRESS OF SELLER:

18908 Lakes Edge Way, Odessa, FL 33556

F. NAME OF LENDER:

Lakeland Regional Mortgage Corp.

ADDRESS OF LENDER:

4310 South Florida Ave., Lakeland, FL 33813

G. PROPERTY

1315 8th Avenue South

LOCATION:

ST. PETERSBURG, FL 33705

H. SETTLEMENT AGENT:

INTEGRITY FIRST TITLE, LLC

206 BUCKINGHAM PLACE, SUITE 2, BRANDON, FL 33511

PLACE OF SETTLEMENT: 206 BUCKINGHAM PLACE, SUITE 2, BRANDON, FL 33511

I. SETTLEMENT DATE:

9/30/2004

## J. SUMMARY OF BORROWER'S TRANSACTION

## K. SUMMARY OF SELLER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	100,000.00	401. Contract sales price	100,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	7,628.73	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. to		409. to	
110. to		410. to	
111. to		411. to	
112. to		412. to	
120. GROSS AMOUNT DUE FROM BORROWER	107,628.73	420. GROSS AMOUNT DUE TO SELLER	100,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	90,000.00	502. Settlement charges to seller (line 1400)	1,673.50
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	52,652.96
205.		Ready America Funding	
		505. Payoff of second mortgage loan	
06. Principal amount of seller financing		506. Principal amount of seller financing	
07.		507.	
08. Seller Concession	2,000.00	508. Seller Concession	2,000.00
09.		509.	
09a.		509a.	
09b.		509b.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
10. City/town taxes to		510. City/town taxes to	
11. County taxes 1/1/2004 to 9/30/2004	635.75	511. County taxes 1/1/2004 to 9/30/2004	635.75
12. Assessments to		512. Assessments to	
13. to		513. to	
14. to		514. to	
15. to		515. to	
16. to		516. to	
17. to		517. to	
18. to		518. to	
19. to		519. to	
0. TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER	92,635.75	520. TOTAL REDUCTIONS IN AMOUNT DUE TO SELLER	56,962.21
0. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
1. Gross amount due from borrower (line 120)	107,628.73	601. Gross amount due to seller (line 420)	100,000.00
2. Less amounts paid by/for borrower (line 220)	92,635.75	602. Less reductions in amount due seller (line 520)	56,962.21
3. CASH <input checked="" type="checkbox"/> From <input type="checkbox"/> To BORROWER	14,992.98	603. CASH <input checked="" type="checkbox"/> To <input type="checkbox"/> From SELLER	43,037.79

## E. Settlement Charges



700. TOTAL SALES/BROKER'S COM. based on price	100,000.00 @	% =		Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
Division of Commission (line 700) as follows:					
701.	to				
702.	to				
703. Commission paid at Settlement					
704.	to				
800. Items Payable In Connection With Loan					
801. Loan Origination Fee	%	to			
802. Loan Discount	%	to			
803. Appraisal Fee		to New Century Appraisals	300.00		
804. Tax Service Fee		to Lakeland Regional Mortgage Corp.	70.00		
805. Broker Fee		to Manhattan Mortgage	2,400.00		
806. Administration Fee		to Lakeland Regional Mortgage Corp.	695.00		
807. Warehouse Fee		to Lakeland Regional Mortgage Corp.	15.00		
808. Inspection Fee		to Lakeland Regional Mortgage Corp.	75.00		
809. Wire Transfer Fee		to Lakeland Regional Mortgage Corp.	50.00		
810.	to				
811.	to				
812.	to				
813.	to				
814.	to				
815.	to				
900. Items Required By Lender To Be Paid In Advance					
901. Interest from 9/30/2004 to 10/1/2004 @	19.11	/day	19.11		
902. Mortgage Insurance Premium for	months	to			
903. Hazard Insurance Premium for	1 years	to Citizens Property Insurance	911.00		
904.	years	to			
905.	years	to			
000. Reserves Deposited With Lender					
001. Hazard insurance	2 months@	75.92 per month	151.84		
002. Mortgage insurance	months@	per month			
003. City property taxes	months@	per month			
004. County property taxes	13 months@	71.03 per month	923.39		
005. Annual assessments	months@	per month			
006.	months@	per month			
007.	months@	per month			
008.	months@	per month			
009. Aggregate Accounting Adjustment			(75.95)		
100. Title Charges					
101. Settlement or closing fee	to	Integrity First Title	100.00		100.00
102. Abstract or title search	to	Integrity First Title			90.00
103. Title examination	to	Integrity First Title			90.00
104. Title insurance binder	to				
105. Document preparation	to				
106. Notary fees	to				
107. Attorney's fees	to				
(includes above items numbers:					
108. Title insurance	to	Integrity First Title	350.00		575.00
(includes above items numbers:					
109. Lender's coverage: Risk Premium 350.00		INS AMT: 90,000.00			
110. Owner's coverage: Risk Premium 575.00		INS AMT: 100,000.00			
110a. Endorsements: FF9-185.00; ALTA 8.1-45.00:			230.00		
111. Courier/Handling/Express Mail	to	Integrity First Title	30.00		30.00
112. Release/Handling/Recording of Satisfacti	to	Integrity First Title			18.50
113. Wire Fee	to	Integrity First Title	35.00		70.00
200. Government Recording and Transfer Charges					
201. Recording Fees: Deed \$10.00; L-Mortgage(s) \$239.50; S-Mortgage(s) ; Releases			249.50		
202. City/county tax/stamps: Deed ; L-Mortgage(s) \$180.00; S-Mortgage(s)			180.00		
203. State tax/stamps: Deed \$700.00; L-Mortgage(s) \$315.00; S-Mortgage(s)			315.00		700.00
204.					
205.					
300. Additional Settlement Charges					
301. Survey	to	David L. Smith Professional Surveyors &	275.00		
302. Pest Inspection	to				
303. Home Warranty	to	Service America Network Inc.	329.84		
304.	to				
305.	to				
306.	to				
307.	to				
308.	to				
309.	to				
00. Total Settlement Charges (enter on lines 103, Section J and 502, SectionK)			7,628.73		1,673.50

## HUD-1 Settlement Statement Signature Page

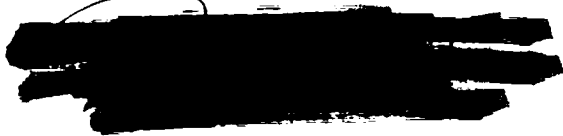
### Certification

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Titan Development Group, LLC



The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.



\_\_\_\_\_alse statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.



INTEGRITY FIRST TITLE, LLC

Incoming Wire Detail Report  
Printed on Oct 04, 2004 03:40 PM

## Process Information

Wire system reference: 041004009269

Transfer Amount: USD 14,992.98

Exchange Rate: .0000000000

Credit Amount: USD 14,992.98

Sending Bank:

Sending Party:

Message Reference: IMAD: 1004F2QCZ00C00088510041434FT01 Ref: 041004003350

Transfer Text: ORG=A

AMSOUTH BANK

HOOVER, AL

ORG=

TITAN DEVELOPMENT GROUP LLC

18908 LAKE EDGE WAY

ODESSA FL 33556

SRF=041004003350

BBK=D 1000012729322

INTEGRITY FIRST TITLE LLC

RIVERVIEW ESCROW

10312 BLOOMINGDALE AVE STE A-2

RIVERVIEW FL 33569

BNF= 1000012729322

INTEGRITY FIRST TITLE 10312

BLOOMINGDALE AVENUE SUITE A-2

RIVERVIEW FL 33569



Incoming  
Buyer

INTEGRITY FIRST TITLE, LLC

Incoming Wire Detail Report  
Printed on Oct 01, 2004 12:25 PM

## Process Information

Wire system reference: 041001008632

Transfer Amount: USD 90,000.00

Exchange Rate: .0000000000

Credit Amount: USD 90,000.00

Sending Bank: 061102552

Sending Party:

Message Reference: IMAD: 1001F1B01F2D00004710011220FT01 Ref: 133

Transfer Text: ORG=A

NBANK, NATIONAL ASSOCIATION

COMMERCE, GA

ORG=

NBANK

1731 NORTH ELM STREET

PO BOX 210

COMMERCE GA 30529

OBI=

SRF=133

BBK=D

INTEGRITY FIRST TITLE LLC

RIVERVIEW ESCROW

10312 BLOOMINGDALE AVE STE A-2

RIVERVIEW FL 33569

BNF= 1000012729322

INTEGRITY FIRST TITLE, LLC

Close*In Comming  
Lender*

203219

Send To - IM Approver

Money Transfer Detail

Feb 08, 2005 - 04:36 PM

## Sender's Debit Information

Originating Party Name: INTEGRITY FIRST TITLE RIVERVIEW ESC

Originating Party Account: [REDACTED]

amount: 43,037.79

currency: USD - US Dollar

## Beneficiary's Information

account: [REDACTED] Titan Development Group LLC

amount: 43,037.79

currency: USD - US Dollar

## Additional Information

send date: Oct 01, 2004

value date: Oct 01, 2004

## Bank Routing Information

beneficiary bank: AMSOUTH - AMSOUTH BANK

routing #: 062000019

payment method: R - FED

## Originator-to-Beneficiary Information

line 1: Integrity First Title

line 2: to

line 3: Titan Dev

## Bank-to-Bank Information

none

## Control Information

bank trace no: 2004275002614

customer trace no: 000081

entry cust/user: 203219 - JOSH

entry date/time: Oct 01, 2004 - 03:41:35 PM

approver 1 cust/user: 203219 - Kim

approver 1 date/time: Oct 01, 2004 - 03:45:34 PM

approver 2 cust/user: -

approver 2 date/time: -

status: Confirmed

report created: Feb 08, 2005 - 04:36:46 PM

## Confirmation Information

line 1: IMAD: 1001F1QCZ68C005975 Ref: 2004100100015363

Close

# Unifor Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☒ the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

I. TYPE OF MORTGAGE AND TERMS OF LOAN			
Mortgage Applied for:	<input type="checkbox"/> VA <input type="checkbox"/> FHA	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> USDA/Rural Housing Service	Other: _____
Agency Case Number	Lender Case Number		

Amount	Interest Rate	No. of Months	Amortization Type:	Fixed Rate <input type="checkbox"/>	Other (explain):
\$ 90000.00	7.750 %	360	GPM <input type="checkbox"/>	<input checked="" type="checkbox"/> ARM (type):	3/1 LIBOR

## II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state & ZIP)	No. of Units
1315 8TH AVE S, SAINT PETERSBURG, PINELLAS FL 33701	1
Legal Description of Subject Property (attach description if necessary)	Year Built
See Preliminary Title Report	

Purpose of Loan:	<input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Refinance	<input type="checkbox"/> Construction <input type="checkbox"/> Construction-Permanent	Other (explain): _____	Property will be:	<input type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence	<input checked="" type="checkbox"/> Investment
------------------	--	--	------------------------	-------------------	--	--

Complete this line if construction or construction-permanent loan.					
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a + b)
	\$	\$	\$	\$	\$

Complete this line if this is a refinance loan.					
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	<input type="checkbox"/> made <input type="checkbox"/> to be made
	\$	\$		Cost: \$	

Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in:
	AN UNMARRIED MAN	<input checked="" type="checkbox"/> Fee Simple

Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)	<input type="checkbox"/> Leasehold (show expiration date)
F1 Checking/Savings	

## III. BORROWER INFORMATION

Borrower	Co-Borrower
----------	-------------

Borrower's Name (include Jr. or Sr. if applicable)	Co-Borrower's Name (include Jr. or Sr. if applicable)
--	---

Social Security Number	Home Phone (incl. area code)	DOB (MM/DD/YYYY)	Yrs. School	Social Security Number	Home Phone (incl. area code)	DOB (MM/DD/YYYY)	Yrs. School
------------------------	------------------------------	------------------	-------------	------------------------	------------------------------	------------------	-------------

<input type="checkbox"/> Married <input type="checkbox"/> Separated	<input checked="" type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Co-Borrower)	<input checked="" type="checkbox"/> Married <input type="checkbox"/> Separated	<input type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Borrower)
		no. ages			no. ages

Present Address (street, city, state, ZIP)	<input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs:	Present Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs:
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	2.75		
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Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income *	\$ 3141.67		\$ 3141.67	Rent	\$ 884.00	\$ 581.25
Overtime				First Mortgage (P&I)		
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance		75.92
Dividends/Interest				Real Estate Taxes		71.03
Net Rental Income	232.00		232.00	Mortgage Insurance		
Other (before completing see the notice in "describe other income," below)	1287.50		1287.50	Homeowner Assn. Dues		
Total	\$ 4661.17	\$	\$ 4661.17	Other:	\$ 884.00	\$ 728.20

\* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

B/C	Describe Other Income	Monthly Amount
B	OTHER INCOME	\$ 1287.50
B	850 RENTAL SUBJECT X 75%	637.50

### FINANCIAL ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a spouse, this Statement and supporting schedules must be completed about that spouse also.

Completed ☒ Jointly ☐ Not Jointly

ASSETS	Cash or Market Value	LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Description		Name and address of Company	\$ Payment/Months	
Cash deposit toward purchases held by:	\$	NISSAN	400.00 38	15200.00
List checking and savings accounts below		Acct. no. [REDACTED]		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months	
AMSOUTH		BANANA REPUBLIC	11.00 19	202.00
Acct. no. [REDACTED]	970.00	Acct. no. [REDACTED]		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months	
AMSOUTH		CAPITAL ONE BANK	184.00 34	6162.00
Acct. no. [REDACTED]	632.00	Acct. no. [REDACTED]		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months	
AMSOUTH		CITIFINANCIAL	89.00 34	2992.00
Acct. no. [REDACTED]	1791.00	Acct. no. [REDACTED]		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months	
AMSOUTH		CAPITAL ONE	15.00 10	136.00
Acct. no. [REDACTED]	5425.00	Acct. no. [REDACTED]		
Stocks & Bonds (Company name/number : description)	\$	Name and address of Company	\$ Payment/Months	
		CB USA SEARS	10.00 54	532.00
Life Insurance net cash value	\$	Acct. no. [REDACTED]		
Face amount: \$		Name and address of Company	\$ Payment/Months	
Subtotal Liquid Assets	\$ 8818.00	See Sch Of Liabilities	3150.00	340300.00
Real estate owned (enter market value on schedule of real estate owned)	\$ 545000.00	Acct. no. [REDACTED]		
Invested interest in retirement fund	\$	Alimony/Child Support/Separate Maintenance Payments Owed to:		
Net worth of business(es) owned (attach financial statement)	\$	Job-Related Expense (child care, union dues, etc.)		
Automobiles owned (make and year)	\$			
Other Assets (itemize)	\$			
		Total Monthly Payments	\$ 3859.00	
Total Assets a.	\$ 553818.00	Net Worth (a minus b)	\$ 188294.00	Total Liabilities b. \$ 365524.00

Alternate Name	Creditor Name	Account Number

<b>PART VII - DETAILS OF TRANSACTION</b>						<b>PART VIII - DECLARATIONS</b>																
a.	Purchase price	\$	100000.00					If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.							Borrower				Co-Borrower			
b.	Alterations, improvements, repairs														Yes		No		Yes		No	
c.	Land (if acquired separately)														<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
d.	Refinance (incl. debts to be paid off)														<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
e.	Estimated prepaid items		2005.34												<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
f.	Estimated closing costs		4280.00												<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
g.	PMI, MIP, Funding Fee														<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
h.	Discount (if Borrower will pay)														<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
i.	Total costs (add Items a through h)		106285.34												<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
j.	Subordinate financing														<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
k.	Borrower's closing costs paid by Seller														<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
l.	Other Credits (explain)														<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
m.	Loan amount (exclude PMI, MIP, Funding Fee financed)		90000.00												<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
n.	PMI, MIP, Funding Fee financed														<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
o.	Loan amount (add m & n)		90000.00												<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
p.	Cash from / to Borrower (subtract l, k, j & o from it)		16285.34												<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
															<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
															<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
															<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
															<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
															<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
															<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
															<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
															<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
															<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
															<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
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															<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
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															<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

**STATEMENT OF FACTS, ACKNOWLEDGMENT AND AGREEMENT**

I, the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agree and acknowledge that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described herein; (3) the property will not be used for any illegal or prohibited purpose or use; (4) if statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be accepted as indicated herein; (6) any owner or servicer of the Loan may rely on or reventy any information contained in the application from any source named in this application, and Lender, its successors or assigns may retain the original and/or electronic record of this application, even if the Loan is not approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the owner or servicer of the Loan may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer credit reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty expressed or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state law (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

OTTOWER - [REDACTED]	Date: 9/30/04	Co-Borrower's Signature X	Date
----------------------	------------------	------------------------------	------

X INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may discriminate neither on the basis of this information, nor on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation or surname. If you do not wish to furnish the information, please check ☐ box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)


<b>ORROWER</b> <input type="checkbox"/> I do not wish to furnish this information.		<b>CO-BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information.	
<b>hnicity</b> <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino		<b>Ethnicity</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	
<b>ice:</b> <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input checked="" type="checkbox"/> White		<b>Race:</b> <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	
<b>Sex:</b> <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male		<b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male	
<b>to be Completed by Interviewer</b>		<b>Name and Address of Interviewer's Employer</b>	
Application was taken by:		<b>LAKELAND REGIONAL MORTGAGE CORP.</b>	
<input checked="" type="checkbox"/> Face-to-face Interview		<b>4310 S. FLORIDA AVE</b>	
<input type="checkbox"/> Mail		<b>LAKELAND, FL 33813</b>	
<input type="checkbox"/> Telephone			
<input type="checkbox"/> Internet			

<small>Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.</small>	Borrower:	Agency Case Number:
	Co-Borrower:	Lender Case Number:

LIABILITIES ADDENDUM

Creditor's Name Address/City/State/Zipcode	Account Number	Payment To Pay	Months Left To Pay	Balance
R.E. Loan: PROVIDENT BANK		1131.00	0	102685.00
R.E. Loan: ELLS FARGO		884.00	0	90088.00
R.E. Loan: OMECOMING FINANCIAL		557.00	0	71927.00
R.E. Loan: XPRESS CAPITAL		578.00	0	75600.00
TOTAL:		3150.00		340300.00

I understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the terms of this loan agreement.

Borrower's Signature	Date	Co-Borrower's Signature	Date
	9/30/04	x	

# Appendix D





OMB No. 2502-0265

**B. Type of Loan**

1 ☐ FHA 2 ☐ FmHA 3 ☒ Conv. Unins. 4 ☐ VA 5 ☐ Conv. Ins. 6. File Number R0408028 7. Loan Number 01419000753 8. Mortgage Insurance Case Number

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing and are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: [REDACTED]

E. ADDRESS OF BORROWER: [REDACTED]

E. NAME OF SELLER: Titan Development Group, LLC

ADDRESS OF SELLER: 18908 Lakes Edge Way, Odessa, FL 33556

F. NAME OF LENDER: SunTrust Mortgage, Inc.

ADDRESS OF LENDER: 350 South Lake Destiny Drive, Maitland, FL 32751

G. PROPERTY LOCATION: 2015 43rd Street South Saint Petersburg, FL 33711

H. SETTLEMENT AGENT: INTEGRITY FIRST TITLE, LLC

PLACE OF SETTLEMENT: 206 BUCKINGHAM PLACE, SUITE 2, BRANDON, FL 33511

I. SETTLEMENT DATE: 9/30/2004

J. SUMMARY OF BORROWER'S TRANSACTION K. SUMMARY OF SELLER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER 400. GROSS AMOUNT DUE TO SELLER

101. Contract sales price 93,000.00 401. Contract sales price 93,000.00

102. Personal property 402. Personal property

103. Settlement charges to borrower (line 1400) 7,014.70 403.

104. 404.

105. 405.

Adjustments for items paid by seller in advance Adjustments for items paid by seller in advance

106. City/town taxes to 406. City/town taxes to

107. County taxes to 407. County taxes to

108. Assessments to 408. Assessments to

109. to 409. to

110. to 410. to

111. to 411. to

112. to 412. to

120. GROSS AMOUNT DUE FROM BORROWER 100,014.70 420. GROSS AMOUNT DUE TO SELLER 93,000.00

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER 500. REDUCTIONS IN AMOUNT DUE TO SELLER

201. Deposit or earnest money 501. Excess deposit (see instructions)

202. Principal amount of new loan(s) 83,700.00 502. Settlement charges to seller (line 1400) 2,242.25

203. Existing loan(s) taken subject to 503. Existing loan(s) taken subject to

204. 504. Payoff of first mortgage loan 65,604.38

205. 505. Payoff of second mortgage loan

206. Principal amount of seller financing 506. Principal amount of seller financing

207. 507.

208. 508.

209. Seller Concession to Closing Costs 5,580.00 509. Seller Concession to Closing Costs 5,580.00

209a 509a

209b 509b

Adjustments for items unpaid by seller Adjustments for items unpaid by seller

210. City/town taxes to 510. City/town taxes to

211. County taxes 1/1/2004 to 9/30/2004 729.77 511. County taxes 1/1/2004 to 9/30/2004 729.77

212. Assessments to 512. Assessments to

213. to 513. to

214. to 514. to

215. to 515. to

216. to 516. to

217. to 517. to

218. to 518. to

219. to 519. to

20. TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER 90,009.77 520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER 74,156.40

30. CASH AT SETTLEMENT FROM/TO BORROWER 600. CASH AT SETTLEMENT TO/FROM SELLER

31. Gross amount due from borrower (line 120) 100,014.70 601. Gross amount due to seller (line 420) 93,000.00

32. Less amounts paid by/for borrower (line 220) 90,009.77 602. Less reductions in amount due seller (line 520) 74,156.40

33. CASH ☒ From ☐ To BORROWER 10,004.93 603. CASH ☒ To ☐ From SELLER 18,843.60

Case 8:10-md-01271-TGW Document 1 Filed 06/09/10 Page 58 of 97

700. TOTAL SALES/BROKER'S COM. based on price		93,000.00 @	% =	Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
Division of Commission (line 700) as follows:					
701.	to				
702.	to				
703.	Commission paid at Settlement				
704.	to				
<b>800. Items Payable In Connection With Loan</b>					
801.	Loan Origination Fee	% to	Manhattan Mortgage	2,400.00	
802.	Loan Discount	% to			
803.	Appraisal Fee	to	New Century Appraisals	450.00	
804.	Administrative Fee	to	SunTrust Mortgage, Inc.	450.00	
805.	Life of Loan Flood Cert Fee	to	GEOTRAC	11.50	
806.	Tax Service Fee	to	ValueTree	78.00	
807.	Mortgage Broker Fee <\$837.00>	to	Manhattan Mortgage <\$837.00>	*P.O.C.*	
808.	to				
809.	to				
810.	to				
811.	to				
812.	to				
813.	to				
814.	to				
815.	to				
<b>900. Items Required By Lender To Be Paid In Advance</b>					
901.	Interest from 9/30/2004 to 10/1/2004 @	14.62	/day	14.62	
902.	Mortgage Insurance Premium for	months to			
903.	Hazard Insurance Premium for	1 years to	Citizens Property Insurance	855.00	
904.		years to			
905.		years to			
<b>1000. Reserves Deposited With Lender</b>					
1001.	Hazard insurance	3 months@	71.25 per month	213.75	
1002.	Mortgage insurance	months@	per month		
1003.	City property taxes	months@	per month		
1004.	County property taxes	13 months@	81.50 per month	1,059.50	
1005.	Annual assessments	months@	per month		
1006.		months@	per month		
1007.		months@	per month		
1008.		months@	per month		
1009.	Aggregate Accounting Adjustment			(142.50)	
<b>1100. Title Charges</b>					
1101.	Settlement or closing fee	to	Integrity First Title	100.00	100.00
1102.	Abstract or title search	to	Integrity First Title		90.00
1103.	Title examination	to	Integrity First Title		90.00
1104.	Title insurance binder	to			
1105.	Document preparation	to			
1106.	Notary fees	to			
1107.	Attorney's fees	to			
(includes above items numbers:					
1108.	Title insurance	to	Integrity First Title	350.00	534.75
(includes above items numbers:					
1109.	Lender's coverage: Risk Premium	350.00	INS AMT: 83,700.00		
1110.	Owner's coverage: Risk Premium	534.75	INS AMT: 93,000.00		
1110a.	Endorsements: EF9-88.48; ALTA 8.1-25.00;			133.48	
1111.	Courier/Handling/Express Mail	to	Integrity First Title	30.00	30.00
1112.	Release/Handling/Recording of Satisfacti	to	Integrity First Title		18.50
1113.	Wire Fee	to	Integrity First Title	35.00	70.00
<b>1200. Government Recording and Transfer Charges</b>					
1201.	Recording Fees: Deed \$10.00; L-Mortgage(s) \$231.00; S-Mortgage(s) ; Releases			241.00	
1202.	City/county tax/stamps: Deed ; L-Mortgage(s) \$167.40; S-Mortgage(s)			167.40	
1203.	State tax/stamps: Deed \$651.00; L-Mortgage(s) \$292.95; S-Mortgage(s)			292.95	651.00
1204.					
1205.					
<b>1300. Additional Settlement Charges</b>					
1301.	Survey	to	David L. Smith Professional Surveyor	275.00	
1302.	Pest Inspection	to			
1303.	Home Warranty	to	Service America Network Inc.		658.00
1304.		to			
1305.		to			
1306.		to			
1307.		to			
1308.		to			
1309.		to			
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, SectionK)</b>				<b>7,014.70</b>	<b>2,242.25</b>

**HUD-1 Settlement Statement Signature Page**

**Certification**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.



Titan Development Group, I.I.C.



The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.



**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

## Process Information

Wire system reference: 041001013810

Transfer Amount: USD 10,004.93

Exchange Rate: .0000000000

Credit Amount: USD 10,004.93

Sending Bank: [REDACTED]

Sending Party: [REDACTED]

Message Reference: IMAD: 1001F2QCZ00C00149610011427FT01 Ref: 041001004634

Transfer Text: ORG=A

AMSOUTH BANK

HOOVER, AL

ORG= [REDACTED]

TITAN DEVELOPMENT GROUP LLC

18908 LAKE EDGE WAY

ODESSA FL 33556

SRF=041001004634

BBK=D 1000012729322

INTEGRITY FIRST TITLE LLC

RIVERVIEW ESCROW

10312 BLOOMINGDALE AVE STE A-2

RIVERVIEW FL 33569

BNF= 1000012729322

INTEGRITY FIRST TITLE 10312

BLOOMINGDALE AVENUE SUITE A-2

RIVERVIEW FL 33569

Close

*Incoming  
Buyer*

# Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

## I. TYPE OF MORTGAGE AND TERMS OF LOAN

Mortgage Applied for:	<input checked="" type="checkbox"/> VA	<input type="checkbox"/> FHA	<input type="checkbox"/> Conventional	<input type="checkbox"/> Other:
	<input type="checkbox"/> USDA/Rural	<input type="checkbox"/> Housing Service		
Agency Case Number	Lender Case Number			

Amount	\$ 90000.00
Interest Rate	7.750 %
No. of Months	360
Amortization Type:	<input checked="" type="checkbox"/> ARM (Type): 3/1 LIBOR
	<input type="checkbox"/> Fixed Rate

Subject Property Address (street, city, state & ZIP)	1315 8TH AVE S, SAINT PETERSBURG, PINELLAS FL 33701
Legal Description of Subject Property (attach description if necessary)	

See Preliminary Title Report

Purpose of Loan:	<input checked="" type="checkbox"/> Purchase	<input type="checkbox"/> Construction	<input type="checkbox"/> Other (explain):
Property will be:	<input type="checkbox"/> Primary Residence	<input type="checkbox"/> Secondary Residence	<input checked="" type="checkbox"/> Investment

Complete this line if construction or construction-permanent loan.	Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a + b)

Complete this line if this is a refinance loan.	Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	made	to be made

Title will be held in what Name(s)	Manner in which title will be held	Estate will be held in:

Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)	Fee Simple	Leasehold (show expiration date)

## III. BORROWER INFORMATION

Borrower's Name (include Jr. or Sr. if applicable)	Co-Borrower's Name (include Jr. or Sr. if applicable)

Social Security Number	DOB (MM/DD/YYYY)	Yrs. School

Present Address (street, city, state, ZIP)	<input checked="" type="checkbox"/> Own	<input type="checkbox"/> Rent	No. Yrs.

Mailing Address, if different from Present Address	

Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own	<input type="checkbox"/> Rent	No. Yrs.

## IV. EMPLOYMENT INFORMATION

Borrower	Co-Borrower

Name & Address of Employer	Yrs. in this job

Name & Address of Employer	Yrs. in this job

Name & Address of Employer	Yrs. in this job

Name & Address of Employer	Yrs. in this job

Name & Address of Employer	Yrs. in this job

Name & Address of Employer	Yrs. in this job

Name & Address of Employer	Yrs. in this job

Name & Address of Employer	Yrs. in this job

Name & Address of Employer	Yrs. in this job

Name & Address of Employer	Yrs. in this job

Name & Address of Employer	Yrs. in this job

MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION			Present		Proposed
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	
Base Empl. Income *	\$ 3141.67	\$	\$ 3141.67	Rent	\$ 884.00
Overtime				First Mortgage (P&I)	\$ 581.25
Bonuses				Other Financing (P&I)	
Commissions				Hazard Insurance	75.92
Dividends/Interest				Real Estate Taxes	71.03
Net Rental Income	232.00		232.00	Mortgage Insurance	
Other (before completing see the notice in "describe other income," below)	1287.50		1287.50	Homeowner Assn. Dues	
Total	\$ 4661.17	\$	\$ 4661.17	Other:	
				Total	\$ 884.00 \$ 728.20

\* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

S/C	Describe Other Income	Monthly Amount
B	OTHER INCOME	\$ 1287.50
B	850 RENTAL SUBJECT X 75%	637.50

### NET WORTH AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a spouse, this Statement and supporting schedules must be completed about that spouse also.

Completed ☒ Jointly ☐ Not Jointly

ASSETS		Cash or Market Value		LIABILITIES		Monthly Payment & Months Left to Pay	Unpaid Balance
Description				Name and address of Company		\$ Payment/Months	\$
Cash deposit toward purchases held by:		\$		NISSAN		400.00 38	15200.00
List checking and savings accounts below				Acct. no.			
Name and address of Bank, S&L, or Credit Union		\$ 970.00		BANANA REPUBLIC		11.00 19	202.00
AMSOUTH				Acct. no.			
Acct. no.		\$		CAPITAL ONE BANK		184.00 34	6162.00
Name and address of Bank, S&L, or Credit Union		\$ 632.00					
AMSOUTH				Acct. no.			
Acct. no.		\$		CITIFINANCIAL		89.00 34	2992.00
Name and address of Bank, S&L, or Credit Union		\$ 1791.00		CAPITAL ONE		15.00 10	136.00
AMSOUTH				Acct. no.			
Acct. no.		\$		CB USA SEARS		10.00 54	532.00
Stocks & Bonds (Company name/number; description)		\$		See Sch Of Liabilities		3150.00	340300.00
Life Insurance net cash value		\$		Acct. no.			
Unice amount: \$		\$		Alimony/Child Support/Separate Maintenance Payments Owed to:			
Subtotal Liquid Assets		\$ 8818.00		Job-Related Expense (child care, union dues, etc.)			
Real estate owned (enter market value from schedule of real estate owned)		\$ 545000.00		Total Monthly Payments		\$ 3859.00	
Vested interest in retirement fund		\$					
Net worth of business(es) owned (attach financial statement)		\$					
Automobiles owned (make and year)		\$					
Other Assets (itemize)		\$					
Total Assets a.		\$ 553818.00		Not Worth (a minus b)		\$ 188294.00	Total Liabilities b. \$ 365524.00

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

**Alternate Name**

**Creditor Name**

Account Number

any of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described herein; (3) the property will not be used for any illegal or prohibited purpose or use; (4) the statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated herein; (6) any owner or servicer of the Loan may verify or reverify any information contained in the application from any source named in this application, and Lender, its successors or assigns may retain the original and/or electronic record of this application, even if the Loan is not approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the owner or servicer of the Loan may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer credit reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty expressed or implied, to me regarding the property or the quality or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

~~X~~ INFORMATION FOR GOVERNMENT MONITORING PURPOSES

\* Following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may discriminate neither on the basis of this information, nor on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation or surname. If you do not wish to furnish the information, please check ☐ box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

**DRAWER** ☐ I do not wish to furnish this information.

CO-BORROWER ☐ I do not wish to furnish this information.

☐ Hispanic or Latino
 ☒ Not Hispanic or Latino

---

Race:
 ☐ American Indian or Alaska Native
 ☐ Asian
 ☐ Black or African American
 ☐ Native Hawaiian or Other Pacific Islander
 ☒ White

**Ethnicity:** ☐ Hispanic or Latino ☐ Not Hispanic or Latino

**Race:** ☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American  
☐ Native Hawaiian or Other Pacific Islander ☐ White

IX: ☐ Female ☒ Male

Name and Address of Interviewer's Employer

\* application was taken by:

☒ Face-to-face interview

7 May

Telephone

Internet

Interviewer's Name (print or type)

\_\_\_\_\_  
Interviewer's Signature

Date: \_\_\_\_\_

Interviewer's Phone Number (incl. area code) \_\_\_\_\_

LAKELAND REGIONAL MORTGAGE CORP.  
4310 S. FLORIDA AVE  
LAKELAND, FL 33813

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.

Borrower:

Agency Case Number:

Co-Borrower:

Lender Case Number:

## LIABILITIES ADDENDUM

Creditor's Name Address/City/State/Zipcode	Account Number	Payment To Pay	Months Left To Pay	Balance
R.E. Loan: PROVIDENT BANK		1131.00	0	102685.00
R.E. Loan: ELLS FARGO		884.00	0	90088.00
R.E. Loan: OMECOMING FINANCIAL		557.00	0	71927.00
R.E. Loan: XPRESS CAPITAL		578.00	0	75600.00
TOTAL:		3150.00		340300.00

I understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the terms of Title 18, United States Code, Chapter 48, Section 1001.

Borrower's Signature

Date

Co-Borrower's Signature

Date



# Appendix D



OMB No. 2502-0265

**B. Type of Loan**

1 <input type="checkbox"/> FHA 2 <input type="checkbox"/> FmHA 3 <input checked="" type="checkbox"/> Conv. Unins.	6. File Number R0408028	7. Loan Number 01419000753	8. Mortgage Insurance Case Number
4 <input type="checkbox"/> VA 5 <input type="checkbox"/> Conv. Ins.			

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: [REDACTED]

ADDRESS OF BORROWER: [REDACTED]

E. NAME OF SELLER: Titan Development Group, LLC

ADDRESS OF SELLER: 18908 Lakes Edge Way, Odessa, FL 33556

F. NAME OF LENDER: Sun Trust Mortgage, Inc.

ADDRESS OF LENDER: 8500 Northlake Destiny Drive, Maitland, FL 32751

G. PROPERTY LOCATION: 2015 43rd Street South  
Saint Petersburg, FL 33711

H. SETTLEMENT AGENT: INTEGRITY FIRST TITLE LLC

PLACE OF SETTLEMENT: 206 BUCKINGHAM PLACE SUITE 2 BRANDON FL 33511

I. SETTLEMENT DATE: 9/30/2004


J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	93,000.00	401. Contract sales price	93,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	7,014.70	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. to		409. to	
110. to		410. to	
111. to		411. to	
112. to		412. to	
120. GROSS AMOUNT DUE FROM BORROWER	100,014.70	420. GROSS AMOUNT DUE TO SELLER	93,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	83,700.00	502. Settlement charges to seller (line 1400)	2,242.25
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	65,604.38
205.		Bristol Home Mortgage Lending, LLC	
		505. Payoff of second mortgage loan	
206. Principal amount of seller financing		506. Principal amount of seller financing	
207.		507.	
208.		508.	
209. Seller Concession to Closing Costs	5,580.00	509. Seller Concession to Closing Costs	5,580.00
209a		509a	
209b		509b	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
510. City/town taxes to		510. City/town taxes to	
511. County taxes 1/1/2004 to 9/30/2004	729.77	511. County taxes 1/1/2004 to 9/30/2004	729.77
512. Assessments to		512. Assessments to	
513. to		513. to	
514. to		514. to	
515. to		515. to	
516. to		516. to	
517. to		517. to	
518. to		518. to	
519. to		519. to	
20. TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER	90,009.77	520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER	74,156.40
60. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
601. Gross amount due from borrower (line 120)	100,014.70	601. Gross amount due to seller (line 420)	93,000.00
602. Less amounts paid by/for borrower (line 220)	90,009.77	602. Less reductions in amount due seller (line 520)	74,156.40
603. CASH <input checked="" type="checkbox"/> From <input type="checkbox"/> To BORROWER	10,004.93	603. CASH <input checked="" type="checkbox"/> To <input type="checkbox"/> From SELLER	18,843.60

Case 8:10-mj-01271-TGW Document 1 Filed 06/09/10 Page 67 of 97


Settlement Charges				Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
700. TOTAL SALES/BROKER'S COM. based on price	93,000.00	@	% =		
Division of Commission (line 700) as follows:					
701.		to			
702.		to			
703. Commission paid at Settlement					
704.		to			
800. Items Payable In Connection With Loan					
801. Loan Origination Fee	%	to	Manhattan Mortgage	2,400.00	
802. Loan Discount	%	to			
803. Appraisal Fee		to	New Century Appraisals	450.00	
804. Administrative Fee		to	SunTrust Mortgage, Inc.	450.00	
805. Life of Loan Flood Cert Fee		to	GEOTRAC	11.50	
806. Tax Service Fee		to	ValueTree	78.00	
807. Mortgage Broker Fee <\$837.00>		to	Manhattan Mortgage <\$837.00>	*P.O.C.*	
808.		to			
809.		to			
810.		to			
811.		to			
812.		to			
813.		to			
814.		to			
815.		to			
900. Items Required By Lender To Be Paid In Advance					
901. Interest from 9/30/2004 to 10/1/2004 @	14.62	/day		14.62	
902. Mortgage Insurance Premium for	months	to			
903. Hazard Insurance Premium for	1 years	to	Citizens Property Insurance	855.00	
904.	years	to			
905.	years	to			
1000. Reserves Deposited With Lender					
1001. Hazard insurance	3 months@	71.25	per month	213.75	
1002. Mortgage insurance	months@		per month		
1003. City property taxes	months@		per month		
1004. County property taxes	13 months@	81.50	per month	1,059.50	
1005. Annual assessments	months@		per month		
1006.	months@		per month		
1007.	months@		per month		
1008.	months@		per month		
1009. Aggregate Accounting Adjustment				(142.50)	
1100. Title Charges					
1101. Settlement or closing fee		to	Integrity First Title	100.00	100.00
1102. Abstract or title search		to	Integrity First Title		90.00
1103. Title examination		to	Integrity First Title		90.00
1104. Title insurance binder		to			
1105. Document preparation		to			
1106. Notary fees		to			
1107. Attorney's fees		to			
(includes above items numbers:					
1108. Title insurance		to	Integrity First Title	350.00	534.75
(includes above items numbers:					
1109. Lender's coverage: Risk Premium	350.00		INS AMT: 83,700.00		
1110. Owner's coverage: Risk Premium	534.75		INS AMT: 93,000.00		
1110a. Endorsements: FF9-88.48; ALTA 8.1-25.00;				133.48	
1111. Courier/Handling/Express Mail		to	Integrity First Title	30.00	30.00
1112. Release/Handling/Recording of Satisfacti		to	Integrity First Title		18.50
1113. Wire Fee		to	Integrity First Title	35.00	70.00
1200. Government Recording and Transfer Charges					
1201. Recording Fees: Deed \$10.00; L-Mortgage(s) \$231.00; S-Mortgage(s) ; Releases				241.00	
1202. City/county tax/stamps: Deed ; L-Mortgage(s) \$167.40; S-Mortgage(s)				167.40	
1203. State tax/stamps: Deed \$651.00; L-Mortgage(s) \$292.95; S-Mortgage(s)				292.95	651.00
1204.					
1205.					
1300. Additional Settlement Charges					
1301. Survey		to	David L. Smith Professional Surveyor	275.00	
1302. Pest Inspection		to			
1303. Home Warranty		to	Service America Network Inc.		658.00
1304.		to			
1305.		to			
1306.		to			
1307.		to			
1308.		to			
1309.		to			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, SectionK)				7,014.70	2,242.25

**Certification**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

 Titan Development Group, I.L.C. 

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

  
**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

INTEGRITY FIRST TITLE, LLC

Incoming Wire Detail Report  
Printed on Oct 01, 2004 03:39 PM

## Process Information

Wire system reference: 041001013810

Transfer Amount: USD 10,004.93

Exchange Rate: .0000000000

Credit Amount: USD 10,004.93

Sending Bank: [REDACTED]

Sending Party: [REDACTED]

Message Reference: IMAD: 1001F2QCZ00C00149610011427FT01 Ref: 041001004634

Transfer Text:

ORG=A

AMSOUTH BANK

HOOVER, AL

ORG=

TITAN DEVELOPMENT GROUP LLC

18908 LAKE EDGE WAY

ODESSA FL 33556

SRF=041001004634

BBK=D 1000012729322

INTEGRITY FIRST TITLE LLC

RIVERVIEW ESCROW

10312 BLOOMINGDALE AVE STE A-2

RIVERVIEW FL 33569

BNF= 1000012729322

INTEGRITY FIRST TITLE 10312

BLOOMINGDALE AVENUE SUITE A-2

RIVERVIEW FL 33569

Close*Incoming  
Buyer*

203219

Titan - Titan - 1 Approvers

Money Transfer Detail  
Sep 30, 2004 02:00 PM

## Sender's Debit Information

Originating Party Name: INTEGRITY FIRST TITLE RIVERVIEW ESC

Originating Party Account: [REDACTED] (USD)

amount: 18,843.60

currency: USD - US Dollar

## Beneficiary's Account Information

account: [REDACTED] Development Group LLC

amount: 18,843.60

currency: USD - US Dollar

## Additional Information

send date: Sep 30, 2004

value date: Sep 30, 2004

## Bank Routing Information

beneficiary bank: AMSOUTH - AMSOUTH BANK

routing #: 062000019

payment method: R - FED

## Originator-to-Beneficiary Information

line 1: Integrity First Title

## Bank-to-Bank Information

none

## Control Information

bank trace no: 2004274001934

customer trace no: 000079

entry cust/user: 203219 - JOSH

entry date/time: Sep 30, 2004 - 01:43:23 PM

approver 1 cust/user: 203219 - PAT

approver 1 date/time: Sep 30, 2004 - 01:54:24 PM

approver 2 cust/user: -

approver 2 date/time: -

status: Confirmed

report created: Sep 30, 2004 - 02:00:39 PM

## Confirmation Information

line 1: IMAD: 0930F1QCZ68C003902 Ref: 2004093000012102

Close

Pro Ceeds

# Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

I. TYPE OF MORTGAGE AND TERMS OF LOAN			
Mortgage Applied for:	<input type="checkbox"/> VA <input type="checkbox"/> FHA	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> USDA/Rural <input type="checkbox"/> Housing Service	Other (explain):
Agency Case Number		Lender's File Number	
Amount \$ 63,700		Interest Rate 7.750 %	No. of Months 360/300
Amortization Type:		<input type="checkbox"/> Fixed Rate <input type="checkbox"/> CPM	<input checked="" type="checkbox"/> Other (explain): ARM (type): 2/28-Interest Only

II. PROPERTY INFORMATION AND PURPOSE OF LOAN	
Subject Property Address (street, city, state, ZIP) 2015 43rd St. S., Saint Petersburg, FL 33711 County: Pinellas	No. of Units 1
Legal Description of Subject Property (attach description if necessary)	
Year Built	

Purpose of Loan:	<input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Refinance	<input type="checkbox"/> Construction <input type="checkbox"/> Construction-Permanent	Other (explain):
Property will be:			<input type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input checked="" type="checkbox"/> Investment

Complete this line if construction or construction-permanent loan.

Your Lot Acquired	Original Cost \$	Amount Existing Liens \$	(a) Present Value of Lot \$	(b) Cost of Improvements \$	(c) (a+b)
-------------------	------------------	--------------------------	-----------------------------	-----------------------------	-----------

Complete this line if this is a refinance loan.

Your Ref Acquired	Original Cost \$	Amount Existing Liens \$	Purpose of Refinance:	Describe Improvements: <input type="checkbox"/> make <input type="checkbox"/> to be made
				Cost: \$

Title will be held in what Name(s)

Manner in which Title will be held  
Joint tenants

Estate will be held in:  
☒ Fee Simple  
☐ Leasehold  
(show expiration date)

Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)  
Checking/Savings

III. BORROWER INFORMATION	
Borrower's Name (include Jr. or Sr. if applicable)	Co-Borrower's Name (include Jr. or Sr. if applicable)

Social Security Number (include Jr. or Sr. if applicable)	Social Security Number	Home Phone (incl. area code)	DOB (MM/DD/YYYY)	Yrs. School
---	------------------------	------------------------------	------------------	-------------

<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated	Dependents (not listed by Co-Borrower) no. 1 ages 1	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated	Dependents (not listed by Borrower) no. ages
---	--	--	---

Present Address (street, city, state, ZIP)	<input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent 2.5 No. Yrs.	Present Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.
--	--	--	---

Mailing Address, if different from Present Address

Mailing Address, if different from Present Address

If residing at present address for less than two years, complete the following:

Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.	Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.
---	---	---	---

IV. EMPLOYMENT INFORMATION	
Borrower	Co-Borrower

Name & Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on this job 3 yr(s) 6 mth(s)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on this job
Position/Title/Type of Business		Business Phone (incl. area code)	Position/Title/Type of Business		Business Phone (incl. area code)

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
Monthly Income \$			Monthly Income \$		

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
Monthly Income \$			Monthly Income \$		

Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
Monthly Income \$			Monthly Income \$		

Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
Monthly Income \$			Monthly Income \$		

Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
Monthly Income \$			Monthly Income \$		

Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
Monthly Income \$			Monthly Income \$		

Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
Monthly Income \$			Monthly Income \$		

Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
Monthly Income \$			Monthly Income \$		





Life insurance not cash value	\$		Acct. No.		70,304
Face amount: \$			Name and address of Company		
Subtotal Liquid Assets	\$	28,080	Ameriquest		
Real estate owned (enter market value from schedule of real estate owned)	\$	880,380	(3521 21st Ave.)-Lease Enclosed		
Vested interest in retirement fund	\$		Acct. No.	(626)	70,042
Net worth of business(es) owned (attach financial statement)	\$		Name and address of Company	\$ Payment/Month	\$
Automobiles owned (make and year)	\$		Countrywide		
			(2717 12th Ave.)-Lease Enclosed		
Other Assets (describe)	\$		Acct. No.	(649)	67,657
			Alimony/Child Support/Separate Maintenance Payments Owed to:	\$	
			Job Related Expense (child care, union dues, etc.)	\$	
			Total Monthly Payments	\$	146
Total Assets a.	\$	908,460	Net Worth (a minus b)	\$	125,229
			Total Liabilities b.	\$	783,231

Freddie Mac Form G5 01/04  
 Cally Form 1003 Loanapp2.frm 01/04

Freddie Mac Form 1003 01/04

IX. ACKNOWLEDGMENT AND AGREEMENT

I, the undersigned, hereby acknowledge and agree that the information contained in the application for registration of the trademark is true and correct, and that I am the owner of the trademark and have the right to use the trademark in connection with the goods and services specified in the application. I further agree to provide all necessary information and documents to the Trademark Office and to comply with all applicable laws and regulations. I understand that the registration of the trademark is subject to the examination and approval of the Trademark Office, and that I may be required to provide evidence of the use of the trademark in connection with the goods and services specified in the application. I also understand that the registration of the trademark is subject to the payment of the required fees and that I may be required to renew the registration periodically. I agree to indemnify and hold the Trademark Office harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, that may be incurred by the Trademark Office as a result of my actions or omissions in connection with the registration of the trademark. I further agree to execute and deliver all necessary documents and instruments to the Trademark Office to effectuate the registration of the trademark and to defend, maintain, and enforce the trademark in connection with the goods and services specified in the application. I understand that the registration of the trademark is a legal right and that I will use the trademark in connection with the goods and services specified in the application in a manner that is consistent with the public interest and the fair play of trade. I agree to provide all necessary information and documents to the Trademark Office and to comply with all applicable laws and regulations. I understand that the registration of the trademark is subject to the examination and approval of the Trademark Office, and that I may be required to provide evidence of the use of the trademark in connection with the goods and services specified in the application. I also understand that the registration of the trademark is subject to the payment of the required fees and that I may be required to renew the registration periodically. I agree to indemnify and hold the Trademark Office harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, that may be incurred by the Trademark Office as a result of my actions or omissions in connection with the registration of the trademark. I further agree to execute and deliver all necessary documents and instruments to the Trademark Office to effectuate the registration of the trademark and to defend, maintain, and enforce the trademark in connection with the goods and services specified in the application. I understand that the registration of the trademark is a legal right and that I will use the trademark in connection with the goods and services specified in the application in a manner that is consistent with the public interest and the fair play of trade.

Date \_\_\_\_\_

Signature \_\_\_\_\_

(Print Name and Address)

[illegible]

Schedule of Real Estate Owned (If additional properties are owned, see continuation sheet)					
Property Address (enter as if sold; PS if pending sale) R if rental being held for income	Type of Property	Present Market Value	Amount of Mortgage & Loans	Gross Rental Income	Net Rental Income
13323 102nd Ave., N Seminole, FL 33778	SF	\$ 205,000	\$ 178,000	\$	\$ 989
1021 Queen St. St. Petersburg, FL 33712	R	SF	89,000	75,186	
3720 19th Ave St. Petersburg, FL 33711	R	SF	71,760	64,498	
* See page 4 for the additional properties	Total	\$ 800,380	\$ 774,379	\$ 6,150	\$ 9,264
List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):					
AC Unit Number					
(6C5)					
(14B)	Inc			650	635
(59)	Inc			050	096
	Inc			\$	
Insurance, Utilities, Taxes & Misc.	Not				

## Continuation Sheet/Residential Loan Application

Mondelz

## VI: ASSETS AND LIABILITIES

### Schedule of Real Estate Owned

[REDACTED]

**X**

# Appendix E

Settlement Statement

U.S. Department of Housing  
and Urban Development

OMB No. 2502-0265

**B. Type of Loan**

1. ☐ FHA 2. ☐ FmHA 3. ☒ Conv. Unins. 6. File Number R0409014 7. Loan Number 0140282153 8. Mortgage Insurance Case Number  
4. ☐ VA 5. ☐ Conv. Ins.

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

**D. NAME OF BORROWER:****ADDRESS OF BORROWER:****E. NAME OF SELLER:**

Titan Development Group, LLC

**ADDRESS OF SELLER:**

18908 Lakes Edge Way, Odessa, FL 33556

**F. NAME OF LENDER:**

Wells Fargo Home Mortgage

**ADDRESS OF LENDER:**

2703 Wells Fargo Way, Minneapolis, MN 55405

**G. PROPERTY****LOCATION:**1310 15th Ave South  
Saint Petersburg, FL 33705**H. SETTLEMENT AGENT:**

INTEGRITY FIRST TITLE, LLC

**PLACE OF SETTLEMENT:** 206 BUCKINGHAM PLACE, SUITE 207 BRANDON, FL 33511**I. SETTLEMENT DATE:**

10/15/2004

**J. SUMMARY OF BORROWER'S TRANSACTION****K. SUMMARY OF SELLER'S TRANSACTION****100. GROSS AMOUNT DUE FROM BORROWER****400. GROSS AMOUNT DUE TO SELLER**

101. Contract sales price 108,000.00  
102. Personal property  
103. Settlement charges to borrower (line 1400) 7,786.87  
104.  
105.  
Adjustments for items paid by seller in advance  
106. City/town taxes to  
107. County taxes to  
108. Assessments to  
109. to  
110. to  
111. to  
112. to

401. Contract sales price 108,000.00  
402. Personal property  
403.  
404.  
405.  
Adjustments for items paid by seller in advance  
406. City/town taxes to  
407. County taxes to  
408. Assessments to  
409. to  
410. to  
411. to  
412. to

**120. GROSS AMOUNT DUE FROM BORROWER** 115,786.87**420. GROSS AMOUNT DUE TO SELLER** 108,000.00**200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER****500. REDUCTIONS IN AMOUNT DUE TO SELLER**

201. Deposit or earnest money  
202. Principal amount of new loan(s) 97,200.00  
203. Existing loan(s) taken subject to  
204.  
205.  
206. Principal amount of seller financing  
207.  
208. Seller Concession per contract 2,160.00  
209.  
209a  
209b  
Adjustments for items unpaid by seller  
210. City/town taxes to  
211. County taxes 1/1/2004 to 10/15/2004 928.18  
212. Assessments to  
213. to  
214. to  
215. to  
216. to  
217. to  
218. to  
219. to

501. Excess deposit (see instructions)  
502. Settlement charges to seller (line 1400) 3,647.25  
503. Existing loan(s) taken subject to  
504. Payoff of first mortgage loan 76,210.52  
Bristol Home Mortgage  
505. Payoff of second mortgage loan  
506. Principal amount of seller financing  
507.  
508. Seller Concession per contract 2,160.00  
509.  
509a  
509b  
Adjustments for items unpaid by seller  
510. City/town taxes to  
511. County taxes 1/1/2004 to 10/15/2004 928.18  
512. Assessments to  
513. to  
514. to  
515. to  
516. to  
517. to  
518. to  
519. to

**220. TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER** 100,288.18**520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER** 82,945.95**300. CASH AT SETTLEMENT FROM/TO BORROWER****600. CASH AT SETTLEMENT TO/FROM SELLER**

301. Gross amount due from borrower (line 120) 115,786.87  
302. Less amounts paid by/for borrower (line 220) 100,288.18

601. Gross amount due to seller (line 420) 108,000.00  
602. Less reductions in amount due seller (line 520) 82,945.95

**303. CASH** ☒ From ☐ To **BORROWER** 15,498.69**603. CASH** ☒ To ☐ From **SELLER** 25,054.05

700. TOTAL SALES/BROKER'S COM. based on price 108,000.00 @ % =				Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
Division of Commission (line 700) as follows:					
701.		to			
702.		to			
703. Commission paid at Settlement					
704.		to			
800. Items Payable In Connection With Loan					
801.	Loan Origination Fee	1.00 %	to A & A Mortgage Inc.	972.00	
802.	Loan Discount	%	to		
803.	Appraisal Fee		to New Century	650.00	
804.	Underwriting Review		to Wells Fargo Bank, N.A.	495.00	
805.	Mortgage Broker Compensati	<\$1,579.50>	to A & A Mortgage Inc. Pd by Wells Fargo	*P.O.C.*	
806.	Tax Service Fee		to Wells Fargo Real Estate Tax Service	78.00	
807.	Flood Certification Fee		to Wells Fargo Flood Service	16.00	
808.	Processing Fee		to A & A Mortgage Inc.	350.00	
809.	Broker Fee		to A & A Mortgage Inc.	1,496.88	
810.	Appraisal Review Fee		to Wells Fargo Bank, N.A.	350.00	
811.			to		
812.			to		
813.			to		
814.			to		
815.			to		
900. Items Required By Lender To Be Paid In Advance					
901.	Interest from 10/15/2004 to 11/1/2004	@ 18.31 /day		311.27	
902.	Mortgage Insurance Premium for	months to			
903.	Hazard Insurance Premium for	years to			
904.		years to			
905.		years to			
1000. Reserves Deposited With Lender					
1001.	Hazard insurance	4 months@ 72.92 per month		291.68	
1002.	Mortgage insurance	months@ per month			
1003.	City property taxes	months@ per month			
1004.	County property taxes	2 months@ 94.37 per month		188.74	
1005.	Annual assessments	months@ per month			
1006.		months@ per month			
1007.		months@ per month			
1008.		months@ per month			
1009.	Aggregate Accounting Adjustment			(145.81)	
1100. Title Charges					
1101.	Settlement or closing fee		to Integrity First Title	100.00	100.00
1102.	Abstract or title search		to Integrity First Title		90.00
1103.	Title examination		to Integrity First Title		90.00
1104.	Title insurance binder		to		
1105.	Document preparation		to		
1106.	Notary fees		to		
1107.	Attorney's fees		to		
	(includes above items numbers:				
1108.	Title insurance		to Integrity First Title	350.00	665.00
	(includes above items numbers:				
1109.	Lender's coverage: Risk Premium 25.00	INS AMT: 97,200.00			
1110.	Owner's coverage: Risk Premium 615.00	INS AMT: 108,000.00			
1110a.	Endorsements: FF9-64.00; ALTA 6-45.00; ALTA 8.1-45.00;			144.00	
1111.	Courier/Handling/Express Mail		to Integrity First Title	30.00	30.00
1112.	Release/Handling/Recording of Satisfacti		to Integrity First Title		18.50
1113.	Wire Fee		to Integrity First Title	35.00	35.00
1200. Government Recording and Transfer Charges					
1201.	Recording Fees: Deed \$10.00; L-Mortgage(s) \$231.00; S-Mortgage(s) ; Releases			241.00	
1202.	City/county tax/stamps: Deed ; L-Mortgage(s) \$194.40; S-Mortgage(s)			194.40	
1203.	State tax/stamps: Deed \$756.00; L-Mortgage(s) \$340.20; S-Mortgage(s)			340.20	756.00
1204.					
1205.					
1300. Additional Settlement Charges					
301.	Survey		to David L. Smith Professional Surveyors		275.00
302.	Home Warranty		to Service America Network, Inc		329.00
303.	2004 Property Taxes		to Pinellas County Tax Collector	1,298.51	
304.			to		
305.			to		
306.			to		
307.	Pest Inspection Report		to Bush Pest Control		45.00
308.	Pest Subterranean Termite Treatment		to Bush Pest Control		620.00
309.	Pest Fumigation		to Bush Pest Control		593.75
400.	Total Settlement Charges (enter on lines 103, Section J and 502, SectionK)			7,786.87	3,647.25

## HUD-1 Settlement Statement Signature Page

### Certification

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

 Titan Development Group LLC  


The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

INTEGRITY FIRST TITLE, LLC

\_\_\_\_\_  
Settlement Agent

09/30/04  
\_\_\_\_\_  
Date

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

AMSouth

Star Development Group, LLC

Purchaser

10/15/2008

116,498.69

Pay to the order of: Integrity First, Inc.

Authorized Signature

AMSouth Bank

Purchased For

Due to cash on hand, cash on hand, cash on hand

1012861102200066816 68003423217110



Process Information

Wire system reference: 041015013649

Transfer Amount: USD 98,779.50

Exchange Rate: .0000000000

Credit Amount: USD 98,779.50

Sending Bank:

Sending Party:

Message Reference: IMAD: 101511B7011R00205810151536FT01 Ref: 041015052572

Transfer Text:

ORG= [REDACTED]  
WELLS FARGO BANK MINNESOTA, NA  
MINNEAPOLIS, MN  
ORG= 0096355030230  
WFHM RETAIL WIRE FUNDING  
WELLS FARGO HOME MORTGAGE INC  
1 HOME CAMPUS MAC X2401-038  
DES MOINES IA 50328-0001  
OBI=0140282153 SUTHERLAND 0140282153 RU  
SSELL A, SUTHERLAND 0140282153  
SRF=041015052572  
ORF=251015152805016  
BBI=0140282153  
BBK=D 1000012729322  
INTEGRITY FIRST TITLE LLC  
RIVERVIEW ESCROW  
10312 BLOOMINGDALE AVE STE A-2  
RIVERVIEW FL 33569  
BNF= 1000012729322  
INTEGRITY FIRST

Close

PAT MILAM INTEGRITY FIRST TITLE, LLC 10312 BLOOMINGDALE AVENUE SUITE A 2 RIVERVIEW, FL 33569		Accepted on: Oct 18, 2004 at 11:49:43 AM Send Date: Oct 18, 2004	
Debit Bank: [REDACTED] TRUST TAMPA BAY		Credit Bank: [REDACTED] MSOUTH BANK	
Debit Account: [REDACTED] INTEGRITY FIRST TITLE RIVERVIEW ESC		Credit Account: [REDACTED] Titan Development Group LLC	
Debit Currency: USD - US Dollar		Credit Currency: USD - US Dollar	
Debit Amount: 20,734.05		Credit Amount: 20,734.05	
Template ID: Titan - 1 Approvers		Value Date: Oct 18, 2004	
Entry Cust/User: 203219 - PAT		Entry Date/Time: Oct 18, 2004 - 11:50:29 AM	

Bank Trace #: 2004292000630

Cust Pending #: 000093

Addtl Approvers Required: 1

In order to submit a Money Transfer request on the account numbers described above, approval is required. Please press the print button on your browser to generate a hard copy of this wire transfer request.

This transaction is subject to bank rules and regulations governing such electronic transactions as described in our services agreement. Please keep these numbers handy in case you have any questions regarding this transaction.

If any portion of the above is incorrect, or you have further questions, please contact customer service. Thank You.

# Unit Residential Loan Application

This application is designed to be completed by the applicant(s) with the lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower" as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or the income or assets of the Borrower's spouse will not be used as basis for loan qualification, but this or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

Mortgage Applied for:	<input type="checkbox"/> FHA <input type="checkbox"/> VA <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Other (explain)
Agency Case Number	0140282153
Lender Case No.	ALB-26
No. of Units	01

Subject Property Address (street, city, state, & ZIP)  
1310 15TH AVE SOUTH, SAINT PETERSBURG, FL 33705

Legal Description of Subject Property (attach description if necessary)  
SEE ATTACHED LEGAL

Purpose of Loan	<input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain)
Property will be:	<input type="checkbox"/> Primary <input type="checkbox"/> Secondary <input checked="" type="checkbox"/> Investment
Complete this line if construction or construction-permanent loan.	Original Cost \$ Amount Existing Loans \$ (a) Present Value of Lot \$ (b) Cost of Improvements \$ Total (a + b) \$
Year Lot Acquired	Original Cost \$ Amount Existing Loans \$ Purpose of Refinance
Year Acquired	Original Cost \$ Amount Existing Loans \$ Describe improvements made <input type="checkbox"/> made <input type="checkbox"/> to be made
Title will be held in what Name(s)	Manner in which Title will be held
Estate will be held in	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)

Borrower's Name (include Jr. or Sr. if applicable)	
Co-Borrower's Name (include Jr. or Sr. if applicable)	
Social Security Number (MM/DD/YYYY) [Yrs. School]	Social Security Number (MM/DD/YYYY) [Yrs. School]
Married <input checked="" type="checkbox"/> Unmarried (include single, divorced, widowed) no. ages	Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) no. ages
Present Address (street, city, state, ZIP)	Present Address (street, city, state, ZIP)
Former Address (street, city, state, ZIP)	Former Address (street, city, state, ZIP)

If residing at present address for less than two years, complete the following:	
Former Address (street, city, state, ZIP)	Former Address (street, city, state, ZIP)
Former Address (street, city, state, ZIP)	Former Address (street, city, state, ZIP)
Mailing Address, if different from Present Address	
Mailing Address, if different from Present Address	

Name & Address of Employer	Yes on this job <input type="checkbox"/> Self Employed
Yrs. employed in this line of work/profession	4
Position/Title/Type of Business	10
Business Phone (incl. area code)	
If employed in current position for less than two years or if currently employed in more than one position, complete the following:	
Name & Address of Employer	Yes on this job <input type="checkbox"/> Self Employed
Yrs. employed in this line of work/profession	4
Position/Title/Type of Business	10
Business Phone (incl. area code)	

Name & Address of Employer	Yes on this job <input type="checkbox"/> Self Employed
Yrs. employed in this line of work/profession	4
Position/Title/Type of Business	10
Business Phone (incl. area code)	
If employed in current position for less than two years or if currently employed in more than one position, complete the following:	
Name & Address of Employer	Yes on this job <input type="checkbox"/> Self Employed
Yrs. employed in this line of work/profession	4
Position/Title/Type of Business	10
Business Phone (incl. area code)	

Gross Monthly Income	Borrower	Co-Borrower	Total	Monthly Housing Expense	Present	Proposed
Base Empl. Income *	\$ 9000.00	\$	\$ 9000.00	Rent	\$	
Overtime				First Mortgage (P&I)		\$ 638.54
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance		72.17
Dividends/Interest				Real Estate Taxes		94.37
Net Rental Income	1391.89-		1391.89-	Mortgage Insurance		
Other: (before completing, see the notice in "describe other income," below)				Homeowner Assn. Dues		
				Other:		
Total	\$ 7608.11	\$	\$ 7608.11	Total	\$	\$ 805.08

\* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C	Monthly Amount
	\$

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise separate Statements and Schedules are required. If the Co-Borrower section was completed about a spouse, this Statement and supporting schedules must be completed about that spouse also.

Completed ☐ Jointly ☒ Not Jointly

ASSETS		Cash or Market Value	LIABILITIES	
Description			Name and address of Company	Monthly Payment & Mos. Left to Pay
Cash deposit toward purchase held by:	\$		AMERQUEST MORT	\$ Payment/Months 73800.00
List checking and savings accounts below			Acct. no. [REDACTED]	
Name and address of Bank, S&L, or Credit Union			BANK ONE	\$ Payment/Months 49.00/ 50 2470.00
BOA			Acct. no. [REDACTED]	
Acct. no. [REDACTED]	11750.00		CITIFINANCIAL R	\$ Payment/Months 85.00/ 34 2849.00
Name and address of Bank, S&L, or Credit Union			Acct. no. [REDACTED]	
BOA			FIRST USA BANK	\$ Payment/Months 988.00/ 50 49193.00
Acct. no. [REDACTED]	25000.00		Acct. no. [REDACTED]	
Name and address of Bank, S&L, or Credit Union			MBNA AMERICA BA	\$ Payment/Months 457.00/ 53 24313.00
Acct. no. [REDACTED]			Acct. no. [REDACTED]	
Stocks & Bonds (Company name/number description)	\$		PINELLAS CO TEA	\$ Payment/Months 171.00/ 16 2800.00
STOCK	9716.00		Acct. no. [REDACTED]	
Life Insurance net cash value	\$		PINELLAS CO TEA	\$ Payment/Months 279.00/ 26 7174.00
Face amount: \$			Acct. no. [REDACTED]	
Subtotal Liquid Assets	\$ 46466.00		Alimony/Child Support/Separate Maintenance Payments Owed to	\$
Real estate owned (enter market value from schedule of real estate owned)	\$		Job Related Expense (child care, union dues, etc.)	\$
Invested interest in retirement fund	\$		Total Monthly Payments	\$ 2130.00
Net worth of business(es) owned (attach financial statement)	\$			
Automobiles owned (make and year)	\$			
Other Assets (itemize)	\$			
401K	3261.00			
PERSONAL PROP	25000.00			
Total Assets a.	\$ 74727.00		Total Liabilities b.	\$ 167450.00

Schedule of Real Estate Owned (if additional properties are owned, see continuation sheet.)

se 8-10-mj-01271-TGW Document 1 Filed 06/09/10 Page 85 of 97 Insurance, Maintenance, Taxes & Misc.

Property Address (enter S if sold, P if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments		Net Rental Income
UNKNOWN		\$	\$ 73800.00	\$	\$ 737.00	\$	\$ 737.00-
	Totals	\$	\$ 73800.00	\$	\$ 737.00	\$	\$ 737.00-

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number

1. Purchase price		5	108000.00	If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.	Borrower				Co-Borrower			
2. Alterations, improvements, repairs					Yes	No	Yes	No	Yes	No	Yes	No
3. Land (if acquired separately)				a. Are there any outstanding judgments against you?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Refinance (incl. debts to be paid off)				b. Have you been declared bankrupt within the past 7 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Estimated prepaid items				c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Estimated closing costs			6116.25	d. Are you a party to a lawsuit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. PMI, MIP, Funding Fee				e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name and address of Lender, FHA or VA case number, if any, and reasons for the action.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. Discount (if Borrower will pay)				f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9. Total costs (add items a through h)			114116.25	g. Are you obligated to pay alimony, child support, or separate maintenance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10. Subordinate financing				h. Is any part of the down payment borrowed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11. Borrower's closing costs paid by Seller			2160.00	i. Are you a co-maker or endorser on a note?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12. Other Credits (explain)				j. Are you a U.S. citizen?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13. Loan amount (exclude PMI, MIP, Funding Fee financed)			97200.00	k. Are you a permanent resident alien?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14. PMI, MIP, Funding Fee financed				l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15. Loan amount (add m & n)			97200.00	m. Have you: had an ownership interest in a property in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16. Cash from/to Borrower (subtract j, k, l & o from i)				(1) What type of property did you own—principal residence (PR), second home (SH), or investment property (IP)?								
			14756.25	(2) How did you hold title to the home—solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?								

of the undersigned specifically represent to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns that agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described herein; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated herein; (6) any owner or servicer of the Loan may verify or reverify any information contained in the application from any source named in this application, and Lender, its successors or assigns may retain the original and/or electronic record of this application, and if the Loan is not approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in this application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change or to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the owner or servicer of the Loan may, in addition to any rights and remedies that may have relating to such delinquency, report my name and account information to one or more consumer credit reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property, and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (including audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original/written signature.

rrc	Date	Co-Borrower's Signature	Date
[REDACTED]	07/15/04	X	
[REDACTED]			

The following information is requested by the Federal Government for certain types of loans related to a dwelling, in order to monitor the Lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may discriminate neither on the basis of this information, nor on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations this lender is required to note the information on the basis of job observation or surname. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

<b>BORROWER</b>	<input type="checkbox"/> I do not wish to furnish this information.	<b>CO-BORROWER</b>	<input type="checkbox"/> I do not wish to furnish this information.
<b>Nationality:</b>	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	<b>Ethnicity:</b>	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
<b>Race:</b>	<input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input checked="" type="checkbox"/> White	<b>Race:</b>	<input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
<b>Sex:</b>	<input type="checkbox"/> Female <input checked="" type="checkbox"/> Male	<b>Sex:</b>	<input type="checkbox"/> Female <input type="checkbox"/> Male

Completed by Interviewer	Interviewer's Name (print or type)	Name and Address of Interviewer's Employer A & A MORTGAGE, INC. 1484 OAKFIELD DR BRANDON, FL 33511
Application was taken by:	A & A MORTGAGE, INC.	
<input type="checkbox"/> Face-to-face Interview	Interviewer's Signature _____ Date _____	
<input type="checkbox"/> Mail		
<input checked="" type="checkbox"/> Telephone	Interviewer's Phone Number (incl. area code)	
<input type="checkbox"/> Internet	(813) 657-8700	


Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.

Borrower:	Agency Case Number:
Co-Borrower:	Lender Case Number: 0140282153

----- ADDITIONAL ADDRESSES -----

RENTED FOR 1 YEAR AND 0 MONTHS  
UNKNOWN  
ST. PETERSBURG, FL 99999

I fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts aslicable under the provisions of Title 18, United States Code, Section 1001, et seq.

	Co-Borrower's Signature: X	Date: 3/15/04
---	-------------------------------	------------------

Form 1003A/Rev. 01/04

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
		\$	\$	\$	\$	\$	\$
	Totals	\$	\$	\$	\$	\$	\$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agree and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described herein; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated herein; (6) any owner or servicer of the Loan may verify or reverify any information contained in the application from any source named in this application, and Lender, its successors or assigns may retain the original and/or an electronic record of this application, even if the Loan is not approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the owner or servicer of the Loan may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer credit reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors and assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and visual recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Signature	Date	Co-Borrower's Signature	Date
[Signature]	10/15/04	X	

This application was taken by: <input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input checked="" type="checkbox"/> Telephone <input type="checkbox"/> Internet	Interviewer's Name (print or type) <b>A &amp; A MORTGAGE, INC.</b>	Name and Address of Interviewer's Employer  <b>A &amp; A MORTGAGE, INC.</b> <b>1484 OAKFIELD DR</b> <b>BRANDON, FL 33511</b>	
	Interviewer's Signature		Date
	Interviewer's Phone Number (incl. area code) <b>(813) 657-8700</b>		



# Appendix F



## B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☒ Conv. Unins. 6. File Number R0408029 7. Loan Number 0141902429 8. Mortgage Insurance Case Number

4. ☐ VA 5. ☐ Conv. Ins.

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

## D. NAME OF BORROWER:

## ADDRESS OF BORROWER:

## E. NAME OF SELLER:

Gator Real Estate Investments, LTD

ADDRESS OF SELLER: 18908 Lakes Edge Way, Odessa, FL 33556

F. NAME OF LENDER: Suntrust Mortgage, Inc.

ADDRESS OF LENDER: 350 N. Lake Destin Drive, Maitland, FL 32751

G. PROPERTY 10118 11th Street

LOCATION: Tampa, FL 33612

H. SETTLEMENT AGENT: INTEGRITY FIRST TITLE, LLC

206 BUCKINGHAM PLACE, SUITE 2, BRANDON, FL 33511

PLACE OF SETTLEMENT: 206 BUCKINGHAM PLACE, SUITE 2, BRANDON, FL 33511

I. SETTLEMENT DATE: 10/22/2004

## J. SUMMARY OF BORROWER'S TRANSACTION

## 90. GROSS AMOUNT DUE FROM BORROWER

91. Contract sales price 106,000.00

92. Personal property

93. Settlement charges to borrower (line 1400) 6,848.37

94.

95.

Adjustments for items paid by seller in advance

96. City/town taxes to

97. County taxes to

98. Assessments to

99. to

10. to

11. to

12. to

90. GROSS AMOUNT DUE FROM BORROWER

112,848.37

## K. SUMMARY OF SELLER'S TRANSACTION

## 400. GROSS AMOUNT DUE TO SELLER

401. Contract sales price 106,000.00

402. Personal property

403.

404.

405.

Adjustments for items paid by seller in advance

406. City/town taxes to

407. County taxes to

408. Assessments to

409. to

410. to

411. to

412. to

420. GROSS AMOUNT DUE TO SELLER

106,000.00

## 10. AMOUNTS PAID BY OR IN BEHALF OF BORROWER

11. Deposit or earnest money 1,000.00

12. Principal amount of new loan(s) 95,400.00

13. Existing loan(s) taken subject to

14.

15.

6. Principal amount of seller financing

7.

8. Closing Costs Credit 2,120.00

9.

9a

9b

Adjustments for items unpaid by seller

10. City/town taxes to

11. County taxes 1/1/2004 to 10/22/2004 920.88

12. Assessments to

13. to

14. to

15. to

16. to

17. to

18. to

19. to

10. TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER

99,440.88

## 500. REDUCTIONS IN AMOUNT DUE TO SELLER

501. Excess deposit (see instructions)

502. Settlement charges to seller (line 1400) 2,665.34

503. Existing loan(s) taken subject to

504. Payoff of first mortgage loan 74,925.00

Bristol Home Mortgage Lending, LLC

505. Payoff of second mortgage loan

506. Principal amount of seller financing

507.

508. Closing Costs Credit 2,120.00

509.

509a

509b Deposit Directly to Seller 1,000.00

Adjustments for items unpaid by seller

510. City/town taxes to

511. County taxes 1/1/2004 to 10/22/2004 920.88

512. Assessments to

513. to

514. to

515. to

516. to

517. to

518. to

519. to

520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER

81,631.22

## 1. CASH AT SETTLEMENT FROM/TO BORROWER

Gross amount due from borrower (line 120) 112,848.37

Less amounts paid by/for borrower (line 220) 99,440.88

1. CASH X From ☐ To BORROWER

13,407.49

## 600. CASH AT SETTLEMENT TO/FROM SELLER

601. Gross amount due to seller (line 420) 106,000.00

602. Less reductions in amount due seller (line 520) 81,631.22

603. CASH X To ☐ From SELLER

24,368.78

Case 8:10-mj-01271-TGW Document 1 Filed 06/09/10 Page 91 of 97

700. TOTAL SALES/BROKER'S.COM. based on price 106,000.00 @ % =		Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
Division of Commission (line 700) as follows:			
701.	to		
702.	to		
703.	Commission paid at Settlement		
704.	to		
800. Items Payable In Connection With Loan			
801.	Loan Origination Fee % to Manhattan Mortgage	2,200.00	
802.	Loan Discount % to		
803.	Appraisal Fee to Freekey Appraisal Svcs	600.00	
804.	Credit Report to		
805.	Tax Service Fee to ValueTree	78.00	
806.	Mortgage Broker Fee <\$954.00> to Manhattan Mortgage <\$954.00>	*P.O.C.*	
807.	Administrative Fee to SunTrust Mortgage	450.00	
808.	Life of Loan Flood Cert to GeoTrac	11.50	
809.	to		
810.	to		
811.	to		
812.	to		
813.	to		
814.	to		
815.	to		
900. Items Required By Lender To Be Paid In Advance			
901.	Interest from 10/22/2004 to 11/1/2004 @ 18.30 /day	183.00	
902.	Mortgage Insurance Premium for months to		
903.	Hazard Insurance Premium for years to		
904.	years to		
905.	years to		
1000. Reserves Deposited With Lender			
1001.	Hazard insurance 3 months@ 64.50 per month	193.50	
1002.	Mortgage insurance months@ per month		
1003.	City property taxes months@ per month		
1004.	County property taxes 2 months@ 86.55 per month	173.10	
1005.	Annual assessments months@ per month		
1006.	months@ per month		
1007.	months@ per month		
1008.	months@ per month		
1009.	Aggregate Accounting Adjustment	(64.45)	
100. Title Charges			
101.	Settlement or closing fee to Integrity First Title	125.00	125.00
102.	Abstract or title search to Integrity First Title		90.00
103.	Title examination to Integrity First Title		90.00
104.	Title insurance binder to		
105.	Document preparation to		
106.	Notary fees to		
107.	Attorney's fees to		
(includes above items numbers:			
108.	Title insurance to Integrity First Title	350.00	605.00
(includes above items numbers:			
109.	Lender's coverage: Risk Premium 350.00	INS AMT: 95,400.00	
110.	Owner's coverage: Risk Premium 605.00	INS AMT: 106,000.00	
110a.	Endorsements: EF9-191.00; ALTA 6-45.00; ALTA 8.1-45.00;	281.00	
111.	Courier/Handling/Express Mail to Integrity First Title	30.00	30.00
112.	Release/Handling/Recording of Satisfacti to Integrity First Title		18.50
113.	Wire Fee to Integrity First Title	35.00	35.00
10. Government Recording and Transfer Charges			
11.	Recording Fees: Deed \$10.00; L-Mortgage(s) \$205.50; S-Mortgage(s) ; Releases	215.50	
12.	City/county tax/stamps: Deed ; L-Mortgage(s) \$190.80; S-Mortgage(s)	190.80	
13.	State tax/stamps: Deed \$742.00; L-Mortgage(s) \$333.90; S-Mortgage(s)	333.90	742.00
14.			
15.			
0. Additional Settlement Charges			
1.	Survey to David E. Smith, Professional Surveyor	275.00	
2.	Pest Inspection to Bush Pest Control	45.00	
3.	Pest Treatment to Bush Pest Control		600.00
4.	Home Warranty to Service America		329.84
5.	Pay 2004 Property Tax to Tax Collector	1,142.52	
6.	to		
7.	to		
8.	to		
9.	to		
Total Settlement Charges (enter on lines 103, Section J and 502, SectionK)		6,848.37	2,665.34

## CERTIFICATION

DATE: 10/22/2004

I have carefully reviewed the HUD - 1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements.

I further certify that I have received a copy of the HUD - 1 Settlement Statement.

Gator Real Estate Inc. Broker/Owner

Borrower

By:

Seller

Borrower

By:

Seller

JD-1 Settlement Statement. I have not received a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

INTEGRITY FIRST TITLE, LLC

Settlement Agent

10/22/2004 Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

**DEPOSIT TICKET**

DATE 10-22-04

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL  
EACH ITEM MUST BE PROPERLY ENDORSED

CURRENCY	COIN	CHECKS	DOLLARS	CENTS
		34375	13,407	49
		145		
<i>Ray 08029</i> <i>Cater</i>				
TOTAL 13,407.49				

PLEASE RE-ENTER TOTAL HERE

Check and other items are required to deposit  
subject to the provisions of the Deposit Agreement.  
Code or any applicable collection agreement.

INTEGRITY FIRST TITLE LLC  
10312 BLOOMINGDALE AVE., SUITE A2  
RIVERVIEW, FLORIDA 33569

SUNTRUST BANK  
63-656/631

TOTAL ITEMS 1

\$ 13,407.49

⑆063106569⑆1000012729322⑈ 0

**AMSOUTH**

Pay to the order of INTEGRITY FIRST TITLE

1018 117 8

Purchased For

Authorized Signature

AmSouth Bank

⑈101286⑈ ⑆022000868⑆ 68003423751947⑈

*Ray 08029*

**SUNTRUST**

Thank you for banking with SunTrust  
For Account Information, call 1-800-SunTrust (1-800-786-8787)

**Hold Notice**

☐ Local Checks ☐ Non-Local Checks

\$ \_\_\_\_\_ \$ \_\_\_\_\_

Available On \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

120 CHECK DEPOSIT  
1000012729322 Bus. Date 25Oct.2004 AM  
392  
42051008 96081 34 13,407.49 TOTAL  
Transaction Date: 25Oct.2004 11:39:21

Deposits are accepted subject to subsequent verification by the bank and subject to the terms as stated on deposit tickets currently furnished by the bank to its depositors. Deposits may not be available for immediate withdrawal. \$100 of the total deposits made on a business day may be available for withdrawal on the following business day. Member FDIC.  
700250 (4/03)

INTEGRITY FIRST TITLE, LLC

Incoming Wire Detail Report  
Printed on Oct 22, 2004 11:06 AM

## Process Information

Wire system reference: 041022003592

Transfer Amount: USD 95,329.35

Exchange Rate: .0000000000

Credit Amount: USD 95,329.35

Sending Bank: 0 00201779544

Sending Party: [REDACTED]

Message Reference: Src Code: LTP Time Received: 22-OCT-2004 10:51:38.03

Transfer Text: ORG=D [REDACTED]

SUNTRUST MTG-PRODUCTION FUNDING

MTG 1914 PATIA THEISEN

901 SEMMES AVE

RICHMOND VA 23224

OBI=0141902429

BNF=D

INTEGRITY FIRST TITLE LLC

RIVERVIEW ESCROW

10312 BLOOMINGDALE AVE STE A-2

RIVERVIEW FL 33569

CloseFunding  
Wire  
In

203219

Titan - Titan - 1 Approvers

Money Transfer Detail

Oct 22, 2004 02:25 PM

## Sender's Debit Information

Originating Party Name: INTEGRITY FIRST TITLE RIVERVIEW ESC

Originating Party Account: [REDACTED]

amount: 24,368.78

currency: USD - US Dollar

## Beneficiary's Account Information

account: [REDACTED] Titan Development Group LLC

amount: 24,368.78

currency: USD - US Dollar

## Additional Information

send date: Oct 22, 2004

value date: Oct 22, 2004

## Bank Routing Information

beneficiary bank: AMSOUTH - AMSOUTH BANK

routing #: 062000019

payment method: R - FED

## Originator-to-Beneficiary Information

line 1: Integrity First Title

line 2: Riverview Escrow

## Bank-to-Bank Information

none

## Control Information

bank trace no: 2004296000804

customer trace no: 000086

entry cust/user: 203219 - JOSH

entry date/time: Oct 22, 2004 - 11:12:16 AM

approver 1 cust/user: 203219 - Kim

approver 1 date/time: Oct 22, 2004 - 11:52:08 AM

approver 2 cust/user: -

approver 2 date/time: -

status: Confirmed

report created: Oct 22, 2004 - 02:25:03 PM

## Confirmation Information

line 1: IMAD: 1022F1QCZ68C001800 Ref: 2004102200005657

CloseProceeds  
Out

## Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

## I. TYPE OF MORTGAGE AND TERMS OF LOAN

Mortgage Applied for: ☐ VA ☒ Conventional ☐ Other (explain): \_\_\_\_\_ Agency Case Number \_\_\_\_\_ Lender Case Number \_\_\_\_\_  
☐ FHA ☐ USDA/Rural Housing Service

Amount \$5,400 Interest Rate 7.750 % No. of Months 360/360 Amortization Type: ☐ Fixed Rate ☐ Other (explain): \_\_\_\_\_  
☐ GPM ☒ ARM (type): 5/1

## II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state, ZIP) 10118 11th St., Tampa, FL 33612 County: Hillsborough No. of Units 1/sf  
 Legal Description of Subject Property (attach description if necessary) Year Built \_\_\_\_\_

Purpose of Loan ☒ Purchase ☐ Construction ☐ Other (explain): \_\_\_\_\_ Property will be: ☐ Primary Residence ☐ Secondary Residence ☒ Investment  
☐ Refinance ☐ Construction-Permanent

Complete this line if construction or construction-permanent loan.

Year Lot Acquired \_\_\_\_\_ Original Cost \$ \_\_\_\_\_ Amount Existing Liens \$ \_\_\_\_\_ (a) Present Value of Lot \$ \_\_\_\_\_ (b) Cost of Improvements \$ \_\_\_\_\_ Total (a+b) \$ \_\_\_\_\_

Complete this line if this is a refinance loan.

Year Acquired \_\_\_\_\_ Original Cost \$ \_\_\_\_\_ Amount Existing Liens \$ \_\_\_\_\_ Purpose of Refinance \_\_\_\_\_ Describe Improvements ☐ made ☐ to be made  
 Cost: \$ \_\_\_\_\_

Deed will be held in what Name(s) \_\_\_\_\_ Manner in which Title will be held ☒ Joint tenants Estate will be held in: ☒ Fee Simple ☐ Leasehold (show expiration date) \_\_\_\_\_  
 Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain) \_\_\_\_\_

## Borrower

## III. BORROWER INFORMATION

## Co-Borrower

Borrower's Name (include Jr. or Sr. if applicable) \_\_\_\_\_ Co-Borrower's Name (include Jr. or Sr. if applicable) \_\_\_\_\_  
 Date of Birth (MM/DD/YYYY) Yrs. School \_\_\_\_\_ Social Security Number/Home Phone (incl. area code) DOB (MM/DD/YYYY) Yrs. School \_\_\_\_\_  
 Married ☐ Unmarried (include single, divorced, widowed) Dependents (not listed by Co-Borrower) Married ☐ Unmarried (include single, divorced, widowed) Dependents (not listed by Borrower)  
 Separated ☐ Separated ☐ Separated ☐ Separated ☐ Separated no. 0 ages no. 0 ages  
 Present Address (street, city, state, ZIP) ☒ Own ☐ Rent 36 No. Yrs. Present Address (street, city, state, ZIP) ☐ Own ☐ Rent \_\_\_\_\_ No. Yrs.

Other Address, if different from Present Address \_\_\_\_\_

Mailing Address, if different from Present Address \_\_\_\_\_

Residing at present address for less than two years, complete the following:

Former Address (street, city, state, ZIP) ☐ Own ☐ Rent \_\_\_\_\_ No. Yrs. Former Address (street, city, state, ZIP) ☐ Own ☐ Rent \_\_\_\_\_ No. Yrs.

## Borrower

## IV. EMPLOYMENT INFORMATION

## Co-Borrower

Name & Address of Employer ☐ Self Employed Yrs. on this job 20 yrs. Name & Address of Employer ☐ Self Employed Yrs. on this job \_\_\_\_\_  
 Yrs. employed in this line of work/profession 32 Yrs. employed in this line of work/profession \_\_\_\_\_  
 Title/Type of Business Business Phone (incl. area code) Position/Title/Type of Business Business Phone (incl. area code) \_\_\_\_\_

Residing at present position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer ☐ Self Employed Dates (from-to) Name & Address of Employer ☐ Self Employed Dates (from-to) \_\_\_\_\_  
 Monthly Income \$ Monthly Income \$ \_\_\_\_\_

Title/Type of Business Business Phone (incl. area code) Position/Title/Type of Business Business Phone (incl. area code) \_\_\_\_\_

Name & Address of Employer ☐ Self Employed Dates (from-to) Name & Address of Employer ☐ Self Employed Dates (from-to) \_\_\_\_\_

Monthly Income \$ Monthly Income \$ \_\_\_\_\_

Title/Type of Business Business Phone (incl. area code) Position/Title/Type of Business Business Phone (incl. area code) \_\_\_\_\_

833.28  
850.81

833.28  
850.81

833.28  
850.81

833.28  
850.81

833.28  
850.81

833.28  
850.81

833.28  
850.81

833.28  
850.81



## Schedule of Real Estate Owned (if additional properties are owned, use continuation sheet)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgage & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
511 Dabbs House Rd Richmond, VA 23223	str	\$ 200,000	\$ 70,043	\$	\$ 1,051	\$	\$
	Totals	\$ 200,000	\$ 70,043	\$	\$ 1,051	\$	\$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number
----------------	---------------	----------------

### VII. DETAILS OF TRANSACTION

a. Purchase price	\$ 106,000.00
b. Alterations, Improvements, repairs	
c. Land (if acquired separately)	
d. Refinance (incl. debts to be paid off)	
e. Estimated prepaid items	2,230.00
f. Estimated closing costs	4,720.00
g. PMI, MIP, Funding Fee	
h. Discount (if Borrower will pay)	
i. Total costs (add items a through h)	112,986.00
j. Subordinate financing	
k. Borrower's closing costs paid by Seller	2,120
l. Other Credits (explain)	
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	95,400.00
n. PMI, MIP, Funding Fee financed	
o. Loan amount (add m & n)	95,400.00
p. Cash from/to Borrower (subtract j, k, l & o from i)	17,500.00 15,440

## VIII. DECLARATIONS

If you answer "yes" to any questions a through i, please use continuation sheet for explanation.		Borrower		Co-Borrower	
		Yes	No	Yes	No
a.	Are there any outstanding judgments against you?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b.	Have you been declared bankrupt within the past 7 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c.	Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d.	Are you a party to a lawsuit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e.	Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name and address of Lender, FHA or VA case number, if any, and reasons for the action.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f.	Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g.	Are you obligated to pay alimony, child support, or separate maintenance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h.	Is any part of the down payment borrowed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i.	Are you a co-maker or endorser on a note?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>					
j.	Are you a U. S. citizen?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k.	Are you a permanent resident alien?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l.	Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m.	Have you had an ownership interest in a property in the last three years?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(1) What type of property did you own: principal residence (PR), second home (SH), or investment property (IP)?		PR			
(2) How did you hold title to the home: solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?		SP			

## IX. ACKNOWLEDGMENT AND AGREEMENT

**D. ACKNOWLEDGMENT AND AGREEMENT**

Each of the undersigned specifically represents to Lender and to Lenders actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature; (2) any intentional or negligent misrepresentation of the information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I represent herein; (3) ownership of the subject property is not being transferred by deed, mortgage, assignment, leasehold interest or otherwise under Title 16, United States Code, Sec. 1001, et seq.; (4) this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions described herein; (5) the property will not be used for any illegal purpose or user; (6) all statements made in this application are made for the purpose of obtaining a loan from any source named in this application, and Lender, its successors or assigns may retain the original and/or an electronic record of this application, even if the Loan is not approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts represented herein change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the owner or servicer of the Loan may have any rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer credit reporting agencies; (9) ownership of the subject property and the representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (10) my transmission of this application as an "electronic record" containing my "electronic signature," these terms are defined in applicable federal and/or state laws (including audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application was delivered containing my handwritten signature.


100

It's Signal

Date \_\_\_\_\_

1-2204

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may discriminate neither on the basis of this information, nor on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation or surname. If you do wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER <input type="checkbox"/> I do not wish to furnish this information Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input checked="" type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White Sex: <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male		CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	
To be Completed by Interviewer (Interviewer's Name (incl. title)) This application was taken by:  <input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet Interviewer's Phone Number (incl. area code) 813-920-0079		Name and Address of Interviewer's Employer Manhattan Mortgage Corp. 503 S Kings Rd. Brandon, FL 33511 (P) 813-920-0079 (F) 813-920-0888	